



## Transcript of **Vadim Lantukh 30(b)(6)**

Wednesday, September 14, 2022

*Lucasys Inc. v. Powerplan, Inc.*

www.TP.One  
www.alderonreporting.com  
www.accutracer.com  
800.FOR.DEPO (800.367.3376)  
Scheduling@TP.One

Reference Number: 120888

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE NORTHERN DISTRICT OF GEORGIA  
3                   ATLANTA DIVISION

3   LUCASYS INC.,                   )  
4                   Plaintiff,                   )  
5                   vs.                   )   CIVIL ACTION FILE NO.  
6                   POWERPLAN, INC.,                   )   1:20-CV-2987-AT  
7                   Defendants.                   )

8  
9                   DEPOSITION OF:

10                  LUCASYS, INC. 30(b)(6)

11                  DESIGNATED REPRESENTATIVE VADIM LANTUKH

12                  Being taken pursuant to stipulations herein:

13                  Before Debbie C. Hennings, CCR, RPR

14                  Wednesday, September 14, 2022

15                  Commencing at 12:59 p.m.

16  
17  
18  
19  
20  
21                  All parties, including the court reporter,  
22                  appeared remotely.

23  
24  
25   Job No. 120888

## 1 I N D E X T O E X A M I N A T I O N S

2 VADIM LANTUKH

3 BY MR. FAZIO . . . . . 5

4

5

## 6 I N D E X T O E X H I B I T S

7 (No exhibits marked.)

8 \* \* \*

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

## 1 A P P E A R A N C E S

2 ON BEHALF OF THE PLAINTIFF:

3 JOSHUA A. MAYES, ESQUIRE  
4 Robbins Alloy Belinfante Littlefield LLC  
5 500 14th Street, NW  
6 Atlanta, Georgia 30318  
7 jmayes@robbinsfirm.com  
8 404-856-3255

9 ON BEHALF OF THE DEFENDANT:

10 STEPHEN M. FAZIO, ESQUIRE  
11 Squire, Patton, Boggs  
12 1000 Key Tower 127  
13 Public Square  
14 Cleveland, Ohio 44114  
15 216-479-8403  
16 Stephen.fazio@squirepb.com

17 ALSO PRESENT:

18 Paul Smith, Videographer  
19 407-718-7164

20 \* \* \*

21 (Pursuant to O.C.G.A. Section 9-11-29(a) and  
22 (d) and Section 15-14-37(a), (b) and (c), the court  
23 reporter disclosure statement is tendered at the  
24 end of the transcript.)

25 \* \* \*

1 THE VIDEOGRAPHER: We are now on the record in  
2 the matter of "Lucasys Inc. v. PowerPlan Inc."  
3 Today's date is Wednesday, September 14, 2022, and  
4 the time is 12:59 p.m.

5 This is the video recorded deposition of Vadim  
6 Lantukh as the 30(b)(6) witness. This deposition is  
7 being taken via Zoom.

8 I am the camera operator. My name is Paul Smith, in  
9 association with TP.One. The court reporter is Debbie  
10 Hennings, also in association with TP.One.

11 Will all attorneys identify themselves and the  
12 parties they represent, beginning with the party  
13 Noticing the proceeding.

14 MR. FAZIO: Stephen Fazio with Squire, Patton,  
15 Boggs (US) LLP on behalf of the Defendant  
16 PowerPlan, Inc.

17 MR. MAYES: Joshua Mayes with the Robbins Firm  
18 representing Lucasys.

19 COURT REPORTER: And if I could have counsel  
20 stipulate on the record that there is no objection to the  
21 court reporter swearing in the witness remotely.

22 MR. MAYES: No objection.

23 MR. FAZIO: No objection.

24 VADIM LANTUKH,  
25 being first duly sworn, was examined and testified as

1 follows:

2 EXAMINATION

3 BY MR. FAZIO:

4 Q. Good afternoon, Mr. Lantukh.

5 A. Good afternoon.

6 Q. Sir, we spoke at a previous deposition. I  
7 know you have been through the ground rules before so I  
8 won't go through them again exhaustively.

9 I just ask if I ask you a question today that  
10 you don't understand, if you please just let me know  
11 that you don't understand and I'll do my best to  
12 rephrase it; is that fair?

13 A. Yes.

14 Q. Sir, you understand that you have been  
15 designated to testify on behalf of Lucasys Inc. on the  
16 damages that Lucasys is claiming in this proceeding and  
17 the basis for those damages?

18 A. Yes.

19 Q. Okay. What have you done to prepare for your  
20 deposition today?

21 A. I met this morning with counsel for about an  
22 hour, reviewed the Notice of the deposition. Yeah.

23 Q. So aside from your meeting with counsel, did  
24 you do anything else to prepare?

25 A. Again, I went through just my memory of the

1 facts of this case. I went through and looked at some  
2 of the analysis that we had done when we brought the  
3 case.

4 I think that's it, pretty straight -- so just  
5 a full review of the case and the documents in this  
6 case, the complaint before going on today.

7 Q. So in terms of the documents that you looked  
8 at, can you tell me -- you mentioned the Notice of  
9 Deposition. What other documents did you look at in  
10 preparation for your deposition today?

11 A. I looked at some of the forecasts that I think  
12 were in the discovery, things like that. The  
13 projections that we had done internally at various times  
14 during the course of the business.

15 Q. You looked at forecasts, and those were all  
16 documents that have been produced in discovery?

17 A. Yes, I believe so.

18 Q. Aside from the forecasts, what other documents  
19 did you look at?

20 A. I believe that's it.

21 Q. Okay. Well, you said -- you said a minute ago  
22 that you looked at some analyses that were done I think  
23 at the time or before the case was brought. What were  
24 you referring to, sir?

25 A. I'm sorry, can you repeat that. It's a little

1 hard to hear.

2 Q. I said a moment ago I think you said that you  
3 had looked at some analyses that were done at or before  
4 the time the litigation was brought?

5 A. Yes, that's correct. So with our complaint,  
6 we had of course requested the damages, so I  
7 refamiliarized myself with that request and the analysis  
8 that supported that.

9 Q. That's a written analysis that was done?

10 A. It is a -- yes, I looked at a printout of a  
11 spreadsheet analysis that was done.

12 Q. Okay. And do you know if that analysis has  
13 been produced in this litigation?

14 A. I believe that -- my understanding is that  
15 that is work product tied to the complaint, but I would  
16 have to maybe defer to counsel.

17 MR. FAZIO: Hey, Joshua, is that something  
18 that's been produced or not produced or are you  
19 guys asserting privilege over it?

20 MR. MAYES: That has not been produced. That  
21 was work product. That was done at our direction.

22 MR. FAZIO: Well, he's here to testify about  
23 it. He's clearly reviewed it in anticipation of  
24 his testimony today, so I think we're entitled to  
25 see that.



1 MR. MAYES: I mean, if he reviewed a memo that  
2 we produced to give to him on the legal analysis,  
3 you wouldn't get that either. Your guys wouldn't  
4 testify as to things that -- discussions they had  
5 with their in-house counsel about the case.

6 We don't think he should have to testify about  
7 things he prepared specifically for us at our  
8 direction and transmitted us.

9 MR. FAZIO: You guys said you wanted \$47  
10 million in your complaint. Part of the reason for  
11 us being here today is to find out the basis for  
12 that number.

13 He's reviewed a document that outlines the  
14 basis for that number. I mean, if he's used it to  
15 prepare himself for today, I think we are entitled  
16 to it.

17 MR. MAYES: Okay. Well, I hear your position.  
18 We can take it up offline if you'd like. It has  
19 not been produced is the answer to your question.

20 MR. FAZIO: Okay. And just to be clear,  
21 you're asserting work product protection over it  
22 despite the fact that he's here to testify about  
23 these very topics and he's reviewed it in  
24 preparation for his deposition today; is that the  
25 position?

1 MR. MAYES: He didn't review it independently.  
2 The same way that you would not let your witnesses  
3 testify as to things you showed them, I'm not going  
4 to let him testify about things I showed him during  
5 preparation.

6 MR. FAZIO: So your position is that he's not  
7 going to answer even questions concerning what the  
8 basis of the \$47 million is?

9 MR. MAYES: No, we'll let him testify about  
10 that. I'm just talking about this specific  
11 document that was prepared at our direction for us.

12 We haven't produced it and aren't planning to  
13 at this point, but we're happy to discuss that.  
14 I'm happy to have you ask him questions about his  
15 analysis and what he's done and where that came  
16 from.

17 MR. FAZIO: Okay. I mean, obviously, we can  
18 agree to disagree about it, but let's see where the  
19 deposition goes and we'll take it up -- we'll take  
20 it up offline if we need to.

21 MR. MAYES: Okay. Sounds good.

22 BY MR. FAZIO:

23 Q. All right. So, sir, in addition to this  
24 analysis that we have been discussing a minute ago and  
25 the forecasts that were produced in discovery, have you

1 looked at any other documents in preparation for your  
2 deposition today?

3 A. Not specifically for this deposition, no.

4 Q. And you said you met with Mr. Mayes. And you  
5 said you met with him today; is that correct?

6 A. That's correct.

7 Q. Okay. Any other meetings in preparation for  
8 your deposition today?

9 A. No.

10 Q. Okay. Was anybody else -- did anybody else  
11 participate in the meeting that you had with Mr. Mayes?

12 A. Yes.

13 Q. Okay. Who else participated?

14 A. Mr. Alloy, Mr. Cieslak and Mr. Blaquez --

15 Q. I'm sorry, what was the last name?

16 A. Blaquez, Luis Blaquez.

17 Q. Anybody else? Sorry I interrupted you.

18 A. No, that was all.

19 Q. Now, sir, we -- why don't we jump right into  
20 it. This -- you're aware that Lucasys in its complaint  
21 and in its first amended complaint alleges that it's  
22 entitled to \$47 million in damages?

23 A. At least 47 million, that's correct.

24 Q. Okay. And, sir, I would like you to help me  
25 understand, what's the -- do you have an understanding

1 as to the basis of that \$47 million?

2 A. I do.

3 Q. Okay. Why did you -- help me understand what  
4 the basis of the \$47 million is.

5 A. So the \$47 million came from an analysis that  
6 was performed I believe in May of 2020 at the request of  
7 counsel.

8 It was in and around that time that what's  
9 been referred to as the agreed process had come to an  
10 end and we became aware that PowerPlan had reached out  
11 to and interfered with at least two additional Lucasys  
12 customer relationships.

13 And we understood in that period of time that,  
14 absent relief from the court or through a judicial  
15 process, that we would not survive as a business.

16 And so at that time in preparation for  
17 bringing the complaint we put together an analysis based  
18 upon the facts that were known at that time related to  
19 the contracts and opportunities that were impacted and  
20 lost as a result of PowerPlan's direct interference with  
21 them.

22 Q. So let's take this one step at a time. Who  
23 was the author of this analysis?

24 A. I was the primary author and put it together  
25 with coordination from my co-founders at Lucasys, Daniel

1 and Stephen.

2 Q. And you said this was in May of 2020?

3 A. I believe that's correct. May have been June.  
4 Sometime in that time frame.

5 Q. And you say Daniel and Stephen were -- Daniel  
6 Chang and Stephen Strang were involved as well?

7 A. They certainly had a review role, and I  
8 believe we had made sure that we were in agreement on  
9 that analysis with the approach and of course the  
10 numbers in it.

11 Q. Okay. And who asked you to do -- who  
12 specifically asked you to prepare this analysis?

13 MR. MAYES: Objection.

14 Do not disclose attorney-client  
15 communications.

16 MR. FAZIO: Well, I'm asking -- I'm not asking  
17 for the substance of communications. I'm asking  
18 who --

19 BY MR. FAZIO:

20 Q. Was it an attorney that instructed you to do  
21 this?

22 MR. MAYES: Again, I object.

23 Do not disclose attorney-client  
24 communications.

25 Steve, I think asking him who instructed him

1 to do a particular analysis is asking for the  
2 substance of the information.

3 MR. FAZIO: I asked him if an attorney asked  
4 him to do it or not.

5 THE WITNESS: Yes, this analysis was done at  
6 the request of our attorney, Robbins Firm, and it  
7 was done in support of the complaint that was  
8 brought.

9 So it was part of a larger analysis that went  
10 into the preparation for the complaint.

11 BY MR. FAZIO:

12 Q. Okay. So there was a financial -- this --  
13 there was a financial -- there was a financial analysis  
14 or a damages analysis that was part of -- that resulted  
15 in the \$47 million number and then there was a separate  
16 analysis that was done?

17 A. I mean, during that period we had ongoing  
18 discussions about the facts of the case and the --

19 Q. I'm not asking about the specifics of those  
20 communications. I want to understand specifically  
21 the -- tell me -- walk me through how you went about  
22 preparing this analysis.

23 A. Certainly. So it started with a list of the  
24 impacted customers at issue. So these are the same  
25 customers that were named in the complaint that include

1 AEP, NextEra, Suez and Liberty.

2 It included the actual contract value of the  
3 business that we had, one of those customers, and  
4 included an -- along with our business strategy, the  
5 assumption that we would continue to do business with  
6 those customers but for PowerPlan's influence.

7 Q. Sir, so let me make sure I understand. So  
8 you -- it's premised around the work you were doing for  
9 AEP, NextEra, Suez and Liberty. Are those the only four  
10 customers that you included in your analysis?

11 A. So the analysis is brought. So it's those  
12 four customers that come to the \$47 million number  
13 that's in the complaint.

14 The analysis continues to do a broader  
15 analysis of our target markets in the North American  
16 utility market. So there is a subsequent layer to the  
17 analysis that includes other customers.

18 Q. And so let's talk about the 47 million first  
19 and then we'll get to your broader -- your broader  
20 analysis. What values were you using for AEP, NextEra,  
21 Suez and Liberty in this analysis? What was the  
22 starting point of your analysis?

23 A. The existing contract value at the time. So I  
24 don't have the analysis in front of me to refer to, but  
25 it would have been, you know, a seven-figure number for

1 AEP, seven-figure number for Suez, six-figure number for  
2 Liberty and for NextEra.

3 Q. Now, sir, those values, what -- so you put the  
4 contract -- you start with the contract value. What did  
5 you do next?

6 A. So we recognized that that contract is the  
7 initial relationship that we're developing with that  
8 customer.

9 Those contracts, or at least two of those  
10 four, had proposed software and sold software as part of  
11 those contracts. So there was a -- an annual recurring  
12 software subscription added on to that analysis as well.

13 Q. And how did you make the determination of how  
14 much you were going to include in the analysis for the  
15 annual -- this annual recurring software subscription?

16 A. Certainly. So we understood -- because we had  
17 begun to develop relationships with these four  
18 customers, we understood the value of the solutions we  
19 can bring to them, meaning, you know -- if I take AEP,  
20 for example, we understood that AEP's spend on  
21 third-party software, consulting kind of contracts, we  
22 understood what they were committing to to kind of keep,  
23 in particular tax depreciation running or tax fixed  
24 asset running.

25 And so we understood that -- that we could



1 bring software to individual customers, that if we could  
2 reduce the customer's overall spend, that would be  
3 attractive.

4 So we included some aggressive pricing, so  
5 bidding probably lower than the value of the solutions  
6 that we're bringing so that -- you know, would indicate  
7 kind of the foot in the door for the software, you know,  
8 with the goal that over time our software program would  
9 grow.

10 But the analysis in particular kind of kept  
11 up, hey, here's what we would think would be the year  
12 one spend on software and let's just assume nothing more  
13 than that going forward.

14 So I'll take a step back. The overall  
15 analysis actually is very conservative. It doesn't  
16 include any kind of assumed escalation in our, either  
17 software or services of those customers, kind of a  
18 steady state analysis for those core customers.

19 Q. So we're going to get back to the specifics of  
20 each of the customers in a minute. How long -- how far  
21 out did you take this analysis in terms of time?

22 A. Yeah, so we went back and forth a little bit  
23 and ended up settling on a period that we thought was  
24 reasonable based on our industry and the rate that our  
25 industry acquires software.

1           We used a ten-year period of our annual  
2   software consulting, kind of took, you know, year one  
3   steady state and extrapolated it out ten years.

4           Q.    Okay.  And so the baseline where these  
5   contract values for AEP, NextEra, Suez and Liberty, was  
6   there anything -- I'm not sure I follow exactly what you  
7   were saying.  Was there anything added to the actual  
8   existing contractual values?

9           A.    Well, let me clarify.  The baseline that we  
10   just talked about, that's a one-time contract, right.  
11   So it's the -- it's the -- it's the implementation  
12   configuration, so that number is not included in  
13   subsequent years.

14           It's the -- it's the recurring component that  
15   comes from that contract that then is included.  So, for  
16   example, in the AEP case, although it was a seven-figure  
17   number, that initial contract, the ongoing years would  
18   represent a much smaller AEP commitment to software that  
19   would solve the problem in perpetuity and any supporting  
20   services around that.

21           So when we said what numbers were added on to  
22   the initial contract value, it's a -- it's a steady  
23   state number that represents a lower cost to the  
24   customer over time, took that number ten years.

25           Q.    Okay.  And so let's start with AEP.  So for

1 the years out from year one in your analysis, what  
2 products did you assume AEP would license?

3 A. My recollection is that the project that was  
4 interfered with was the depreciation and deferred tax  
5 solutions, so it would have been those two products.

6 And so I believe that the annual subscription  
7 assumption there included only those two products.

8 Q. Those two products. And what was the amount  
9 that you were assuming?

10 A. I -- I don't have it readily here, but it  
11 would have been in the [REDACTED]  
12 for recurring software revenue.

13 Q. Okay. And so you had the contract -- the  
14 services contract only in year one, and then years two  
15 through ten, you were including [REDACTED] in  
16 recurring revenue related to software subscriptions?

17 A. That is correct.

18 Q. What about NextEra, what products did you  
19 assume you would license to NextEra?

20 A. I believe NextEra's assumption was the Copilot  
21 solution that we were implementing in the fall of 2019,  
22 at the time that PowerPlan interfered with our  
23 relationship.

24 Q. Well, sir, your -- so -- and what did you  
25 assume that you would be able to license Copilot for in

1 years two through nine in the NextEra contract?

2 A. Just -- I don't recall exactly precisely, but  
3 the number would have been less than the AEP number. It  
4 may have been [REDACTED], in that kind of range.  
5 I don't recall specifically a number.

6 Q. Okay. How about Suez, what did you assume  
7 that Suez would have purchased from Lucasys?

8 A. So for Suez, the proposal that we had on the  
9 table at the time of PowerPlan's interference was a  
10 proposal called tax modeling automation and controls.

11 And so that included three Lucasys products,  
12 included Lucasys deferred tax product for tax modeling,  
13 it included Lucasys Copilot product for automation, and  
14 it included Lucasys Nova product for tax basis balance  
15 sheet controls.

16 Q. Okay. And how much did you assume that each  
17 one of those would be worth in years two through ten?

18 A. I don't recall precisely, but it would have  
19 been somewhere in the [REDACTED].

20 Q. Would it have been more or less than the AEP  
21 numbers?

22 A. It may have been comparable. Again, I  
23 don't -- I don't know exactly. [REDACTED].

24 Q. All right. And tell me about Liberty, what  
25 products did you assume Liberty was going to license?

1           A.    I don't recall if the analysis included an  
2   ongoing software component. I think the Liberty  
3   relationship was very new.

4           The analysis may have included an ongoing  
5   services component for Liberty, consulting services, but  
6   I don't recall precisely. I have to refresh my memory.

7           Q.    And for any of the others that we have  
8   discussed, Suez, AEP or NextEra, was there an ongoing  
9   services component to your analysis as well?

10          A.    Yes, there would have been.

11          Q.    Okay. And how did you determine what those  
12   ongoing services should be valued at?

13          A.    So we understood -- so I think I mentioned  
14   this before. We understood the value of the  
15   problem-solving to our customer.

16                   ██  
17   ██  
18   ██  
19   ██  
20   ██  
21   ██

22           For consulting services, that largely is based  
23   on our collective experience providing consulting  
24   services to the market.

25           We might focus an on-call type industry,

1 accounting, tax questions, as well as the project-based  
2 work that may come up from time to time.

3 Q. And so can you tell me -- I mean, I want to  
4 make sure I understand your answer. So was it -- was  
5 the ongoing consulting work more or less than the  
6 recurring revenue from the software licenses that you  
7 assumed you included in the assumptions?

8 A. Sure. So it may have differed from company to  
9 company. So, for example, for Liberty it may be more  
10 given that we hadn't proposed a software solution.

11 For AEP I believe it was less because we had a  
12 software solution that we were delivering what was the  
13 primary solution, so consulting would have been  
14 additional areas where we thought it would provide value  
15 software.

16 Q. So, sir, you created this analysis. You've  
17 got four companies on it. You have made assumptions  
18 about the initial contract values and you made  
19 assumptions about software licenses going out ten years.  
20 What did you do with that information?

21 A. Let me qualify. We didn't make assumptions  
22 about the initial contract value. We took the actual  
23 contract value and then -- and then for the ongoing  
24 recurring revenue, that was a case-by-case based on the  
25 individual contracts.

1 But yes, then we took that at a year-two  
2 number, the steady state number, and looked at that over  
3 ten years. Then we had a simplified model, we just took  
4 that number and multiplied by ten.

5 We understand of course that in our contracts  
6 we have escalation clauses and things like that. We  
7 understood that this analysis would be refined during  
8 the proceeding so we just took a simple, steady state  
9 number multiplied by ten.

10 Q. Okay. Let's take a step back. The simple,  
11 steady state number that you're talking about multiplied  
12 by ten, help me -- you were cutting in and out just a  
13 little bit on my end. What was the basis of that steady  
14 state number?

15 A. It's what we had discussed. So it's the  
16 recurring software and consulting revenues from those  
17 four customers based on the contracts and relationship  
18 that we had at the time of the interference.

19 Q. Okay. And since you -- and so that you take  
20 that out over -- so it's -- you just took those -- that  
21 number and you multiplied it by ten and that's how you  
22 got -- you got to a number and then number was tripled;  
23 is that -- is that how the analysis worked?

24 A. Yes, I believe so.

25 Q. Okay. Anything else about the sort of

1 mechanically how the analysis was put together that we  
2 haven't touched on?

3 A. Yes. So we took -- we took that analysis, we  
4 recognized that it included kind of a sample of the  
5 various subsegments of the utility industries, included  
6 water, electric, gas businesses, and we independently  
7 pulled the North American utility businesses.

8 So there is three trade organizations that  
9 we have worked with closely over the last four years and  
10 we're associate members and sponsors: Edison Electric  
11 for utilities; American Gas Association for gas  
12 utilities; and NAWC, North American Water Companies, for  
13 the privately owned water companies.

14 So we took the utilities that are members of  
15 those organizations, removed the ones -- some utilities  
16 are members of both organizations, and excluded some  
17 utilities that are too small so they would below the  
18 threshold of enterprise software.

19 And so we -- if I recall, the final was 130  
20 utilities, electric, gas and water. We recognized that  
21 across the Lucasys team, we had developed deep  
22 relationships with 40 or 50 utilities.

23 And so we had done an analysis that said, hey,  
24 we think that of these 130 utilities that over this  
25 ten-year period based on our relationships, based on the



1 market being ready for innovation in this space, we  
2 can -- we can penetrate the market.

3 And I think we had assumed over that ten-year  
4 horizon a 30 percent penetration in the market.

5 And so that analysis came to kind of a  
6 level-two analysis that really, since we had been frozen  
7 out of the market by PowerPlan with this dispute, having  
8 to bring this litigation, the overall adverse impact  
9 that we came to and that we felt at that time came to a  
10 number that when trebled was in excess of \$450 million  
11 once -- once we include the entire target market.

12 So that -- that analysis was a component of  
13 the -- of the analysis that we have been describing.

14 Q. Okay. So we talked -- we were initially  
15 talking about the 47 million and then you -- that's the  
16 sort of the step two that you were describing earlier?

17 A. Correct.

18 Q. Okay. Now, sir, I want to ask you a couple  
19 more questions about the 47 million, just to make sure I  
20 understand it.

21 So you took that -- so we took -- you came up  
22 with a number, the number ended up at about 15.6  
23 million, and then you trebled it and that's where the 47  
24 million came from and that's based on the initial four  
25 customers we were talking about?

1 A. That's correct.

2 Q. Okay. And then this -- you did another  
3 analysis where you were looking at a broader penetration  
4 of the market that you think was possible.

5 Can you tell me, what have you done to  
6 determine, if anything, whether or not you would  
7 actually be able to reach a 30 percent penetration rate  
8 with those utilities over a ten-year period?

9 A. Certainly. So, yeah, we looked up the  
10 traction that we had as a business in the first 18  
11 months of the business prior to the PowerPlan  
12 interference, saw that we had -- were able to acquire I  
13 think maybe -- I think it was seven customers in that  
14 time period.

15 And really -- really, in the 12- or 13-month  
16 period that we had revenue, right. So we start a  
17 business, there was some amount of time to develop  
18 software, no revenue coming in, we're just building a  
19 business.

20 But once -- once we had connected with  
21 customers, built relationships in that 12-, 13-month  
22 period we had acquired seven customers. Four of them  
23 had signed software NSAs. There was a lot of traction.

24 We had won software deals that we were either  
25 getting started on or in the process of implementing.

1 And so based on that 18-month horizon, we felt very good  
2 about our ability to penetrate the market.

3 Outside of that, I think it's no secret -- and  
4 I think the discovery has shown this -- that the utility  
5 industry has been begging for alternative solutions in  
6 this space.

7 This is -- this has been communicated to us  
8 since before our time at Lucasys, to me personally when  
9 I was at RCC, and really even when I was at PowerPlan,  
10 that -- that customers have been just -- just begging  
11 for help in this space.

12 They didn't feel like the solutions there were  
13 adequate or meeting their needs. So we really felt that  
14 based on our experience, that the 30 percent market  
15 penetration in ten years is actually very conservative  
16 as well.

17 We wanted to keep it conservative. We  
18 understood that utilities can take a little longer to  
19 adopt software. But that was part of the basis for  
20 that -- for that assumption.

21 Q. Sir, so you describe to me your feelings about  
22 it, but have you gone out and actually surveyed any  
23 customers in the utility market and asked them  
24 specifically whether they were interested in purchasing  
25 your product?

1           A.    Well, yes, of course.  So when I say we felt,  
2   what I mean is the result of the communication to us  
3   gave us the impression, or our understanding of our  
4   customers was, so I want to clarify that.

5                   But yes, absolutely.  So even before the --  
6   before Lucasys brought products to the marketplace,  
7   even -- for example, when I was RCC, RCC was asked to  
8   build better solutions in this space, right, by  
9   customers.  That was a common request all the time.

10                   And so with Lucasys, again, we had a very  
11   narrow window of opportunity prior to PowerPlan's  
12   interference but were able to acquire seven customers in  
13   that time, had a very strong pipeline of interested  
14   customers that then evaporated and froze almost  
15   overnight.

16                   And then of course we learned subsequent about  
17   PowerPlan's actions in the marketplace outside of --

18           Q.    Sir, what specific customers asked you at RCC  
19   to build an alternative software product?

20           A.    So I recall this coming from EEI AGA, like  
21   trade, they have a committees.  If I recall the taxation  
22   committee for representatives from 40 or 50 of the  
23   utilities who have regular polls, and it's an ongoing  
24   request to the market to build other solutions.  
25   That includes --

1 Q. I'm sorry to interrupt. My question is really  
2 simple. Who asked? Give me the name of a specific  
3 person or a specific company that made the request.

4 You're trying -- you're saying -- you're  
5 talking about the industry generally and I'm trying to  
6 understand specifically what companies, what  
7 individuals, what was said, when.

8 So can you give me the -- let's start with  
9 who. Who told you this?

10 A. So this was 15 years of history collectively,  
11 right, and it's an ongoing thread of communication. So  
12 I can list a couple, but it's not going to be  
13 exhaustive.

14 It's the -- every conversation around tax  
15 technology with this industry includes, hey, we need  
16 better solutions, we need more options, where can we  
17 find solutions to this or that problem?

18 It's the ongoing dialogue. So specifically  
19 with respect to your question, at RCC we, prior to tax  
20 reform, had a lot of discussions with customers who were  
21 asking us, hey, can you build a product that will  
22 support us.

23 So, you know, I know I personally had  
24 conversations with individuals on this topic from Con  
25 Ed, Consolidated Edison, and Reed Energies is my

1 recollection.

2 But again, this was a broad industry request.

3 And my conversations were limited more to like the tax  
4 side. But my understanding from colleagues and -- that  
5 the same requests were happening outside, you know, of  
6 the tax area.

7 Q. So it's your impression was that's what the  
8 market wanted, those were your feelings, but can you  
9 give me any other specific examples where somebody said  
10 to you directly, we want you to build a specific  
11 product?

12 You said you had conversations with Con Ed and  
13 one other. Any others?

14 A. The request went like this: Hey, when are you  
15 going to build a product because this market needs  
16 product, right.

17 So it's not a company coming and saying, I  
18 want to back you for a product. That's not the  
19 impression I'm trying to give.

20 It's an expectation that as additional players  
21 came into the services market that one of them, or many  
22 of them, would bring technology solutions into the  
23 space. That's what I'm trying to communicate.

24 Q. So these were not specific comments, these  
25 were general comments; is that fair?

1           A.    So, I think, if I want to give you a specific  
2   one, we had a request for a proposal from Southern Star  
3   Pipeline at Lucasys -- it's in the discovery -- to build  
4   a PowerPlan replacement solution.

5                    So if we want to get real specific like that,  
6   we can go to documents. But I'm not trying to answer  
7   the question with like, here's the two people. I'm  
8   saying that there is a general industry problem that the  
9   right solutions don't exist in this space.

10          Q.    Sir, is Southern Star Pipeline a regulated  
11   utility?

12          A.    I believe they have regulated pipeline  
13   operations, but I don't know -- I don't believe they're  
14   an electric company, if that's your question.

15          Q.    I'm sorry, were you finished?

16          A.    Yeah, I think they have regulated pipeline  
17   operations.

18          Q.    And did you end up actually building them a  
19   solution?

20          A.    They did not -- we gave a proposal; they chose  
21   not to move forward with our proposal.

22          Q.    Did they tell you why they chose not to move  
23   forward with the proposal?

24          A.    I don't believe so.

25          Q.    And so you don't know if the decision not to

1 go forward with that proposal has anything to do with  
2 PowerPlan or not, do you, sir?

3 A. Well, so I don't recall with regard to that  
4 specific proposal the timing. What I do recall is with  
5 that proposal, and even from the early days of Lucasys,  
6 myself having conversations with -- so we recognize  
7 that -- that the problem was bigger than even what we at  
8 Lucasys could solve, right, in some ways.

9 That there was -- that there was a need in the  
10 land accounting, property accounting space as well, that  
11 with the current team at Lucasys, I should say, you  
12 know, we needed to expand the team.

13 So what I do recall is as we got that request  
14 and other conversations that we had, recruiting  
15 conversations, where I personally did with what I would  
16 say like the equivalent person on the property  
17 accounting space or utilities or people like that to  
18 come in and lead that part of the business, right, so  
19 expand into that.

20 And I do know that with the dispute, both the  
21 opportunities to move that way, so to build a full  
22 PowerPlan solution, disappeared. And the individuals  
23 with which we had those recruiting conversations  
24 actually ended up in some cases going to our competitors  
25 and leading successful practices there.



1           So we can easily connect the dots that  
2   PowerPlan's interference dried up the opportunity and,  
3   more than that, the resources that would have been  
4   available to us went to competitors.

5           Q.    I'm not asking for your opinion. I'd like to  
6   know the facts. Let's start with Southern Star  
7   Pipeline. Did somebody at Southern Star ever say to you  
8   the reason that they did not hire you to build any form  
9   of PowerPlan or replacement was because of something  
10   PowerPlan did?

11           To me, that's a yes-or-no question, so can you  
12   answer it as a yes-or-no question?

13           A.    I don't recall having that kind of  
14   communication with a representative from Southern Star  
15   Pipeline.

16           Q.    Are you aware of anybody at Lucasys who has  
17   had that kind communication with a representative at  
18   Southern Star Pipeline?

19           A.    I'm not aware, no.

20           Q.    Can you give me any example of a customer that  
21   said they are not going to do business with Lucasys  
22   because of something that PowerPlan did?

23           A.    Yes.

24           Q.    Okay. Let's make a list. Give me the list  
25   and then we'll go through each one. What's the -- tell

1 me the -- tell me who the customers are.

2 A. All right. So we have of course the four  
3 customers in the complaint. Do we want to go through  
4 those?

5 Q. No, I -- we know those. Those are well  
6 understood. So any in addition to those four?

7 A. Yeah, well, I think they -- so I don't want to  
8 minimize those, because again, once -- so it's a small  
9 industry. We talked about how we had identified 130,  
10 -40 customers. There is three trade groups that talk to  
11 each other.

12 As soon as the first interference happens, the  
13 communication spreads, right. Furthermore, PowerPlan  
14 intentionally spread that communication, right.

15 So -- so the fact that outside these four  
16 customers there may have been less communications to  
17 that effect actually just demonstrates PowerPlan's  
18 success at freezing the market --

19 Q. Sir, with all due respect, you're not  
20 answering the questions that I'm asking you. The  
21 question that I asked you was, aside from the four  
22 customers that we talked about today and we talked about  
23 in your prior deposition that are identified in the  
24 compliant, identified in your interrogatories, are there  
25 any other customers that you can identify that did not

1 do work with Lucasys because of something that PowerPlan  
2 did?

3 I'm just asking you to identify those -- tell  
4 me the names of those customers so that we can go  
5 through them one at a time.

6 A. Certainly. So, I'll -- there may be more than  
7 I can recall sitting here today, but I'll -- I'll --  
8 I'll list a few where I have had conversations to that  
9 effect.

10 Maybe before I do that, just because it's  
11 fresh on my mind, we did have a conversation just in the  
12 last couple weeks from, actually, Suez. You will recall  
13 Suez is one of the four customers, but they had stopped  
14 doing new business with us.

15 Had reached out asking if they could contract  
16 with our contractor without going through Lucasys  
17 because their understanding was, based on this dispute,  
18 they were not able to contract with Lucasys directly.

19 This is a director level employee at Suez who  
20 contact --

21 Q. Before we move on from that -- we'll come back  
22 to the list in a minute -- who was the director level  
23 employee that you're describing?

24 A. Sandy Chung, director of property accounting.

25 COURT REPORTER: I'm sorry, sir. Say the name

1 one more time.

2 THE WITNESS: Sandy Chung.

3 BY MR. FAZIO:

4 Q. Okay. And when did this conversation happen?

5 A. My recollection is this was last week. It may  
6 have been the prior week. In the last couple weeks.

7 Q. Okay. And what specifically was said?

8 A. She had reached out first to Lou and then  
9 directly to Daniel and asked if there was any way for  
10 Suez to contract with -- with Lou without contracting  
11 with Lucasys.

12 So they needed help in the property accounting  
13 space and felt like they were precluded -- or she  
14 indicated that she was not able to contract with Lucasys  
15 and so she wanted to take the Lucasys resource,  
16 effectively, outside of Lucasys' umbrella and contract  
17 in that manner.

18 Q. And did she say why she thought she wasn't  
19 allowed to use Lucasys?

20 A. She said because of the dispute, her  
21 understanding was that she was not able to work with  
22 Lucasys.

23 Q. And this was -- and when you say "the  
24 dispute," what are you talking about?

25 A. I mean the dispute that came when Lucasys

1 received a cease and desist letter in October of 2019  
2 from PowerPlan.

3 Q. But of course, Suez did do a lot of work with  
4 Lucasys after that time, didn't they?

5 A. So Lucasys -- so Suez was reached out by  
6 PowerPlan much later than that, so it would have been  
7 summer of 2020, and -- I believe we went through this in  
8 some earlier testimony.

9 But we were able only to finish the work that  
10 had already been contracted through that time, and any  
11 new proposals were not considered after that time.

12 Q. So you told me that this Sandy Chung  
13 conversation. Let's go back to making the list. Tell  
14 me the -- give me the list of customers or potential  
15 customers that said they will not work with you because  
16 of something that PowerPlan has done.

17 A. Yes. [REDACTED]  
18 These are the three that come to mind offhand at the  
19 moment.

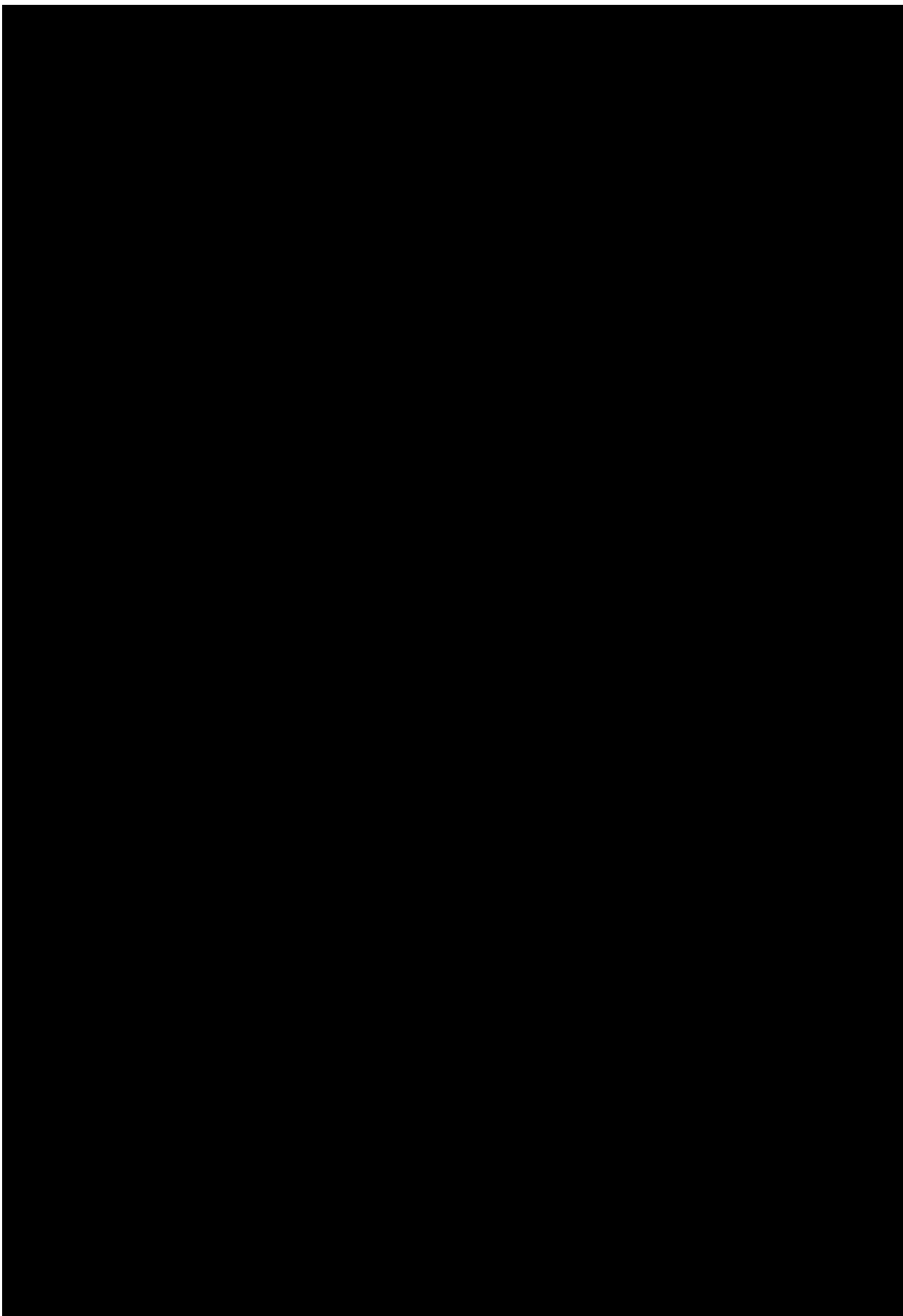
20 Q. All right. Well, tell, me when did this --  
21 when did [REDACTED] tell you that they wouldn't do  
22 work with you?

23 A. [REDACTED]

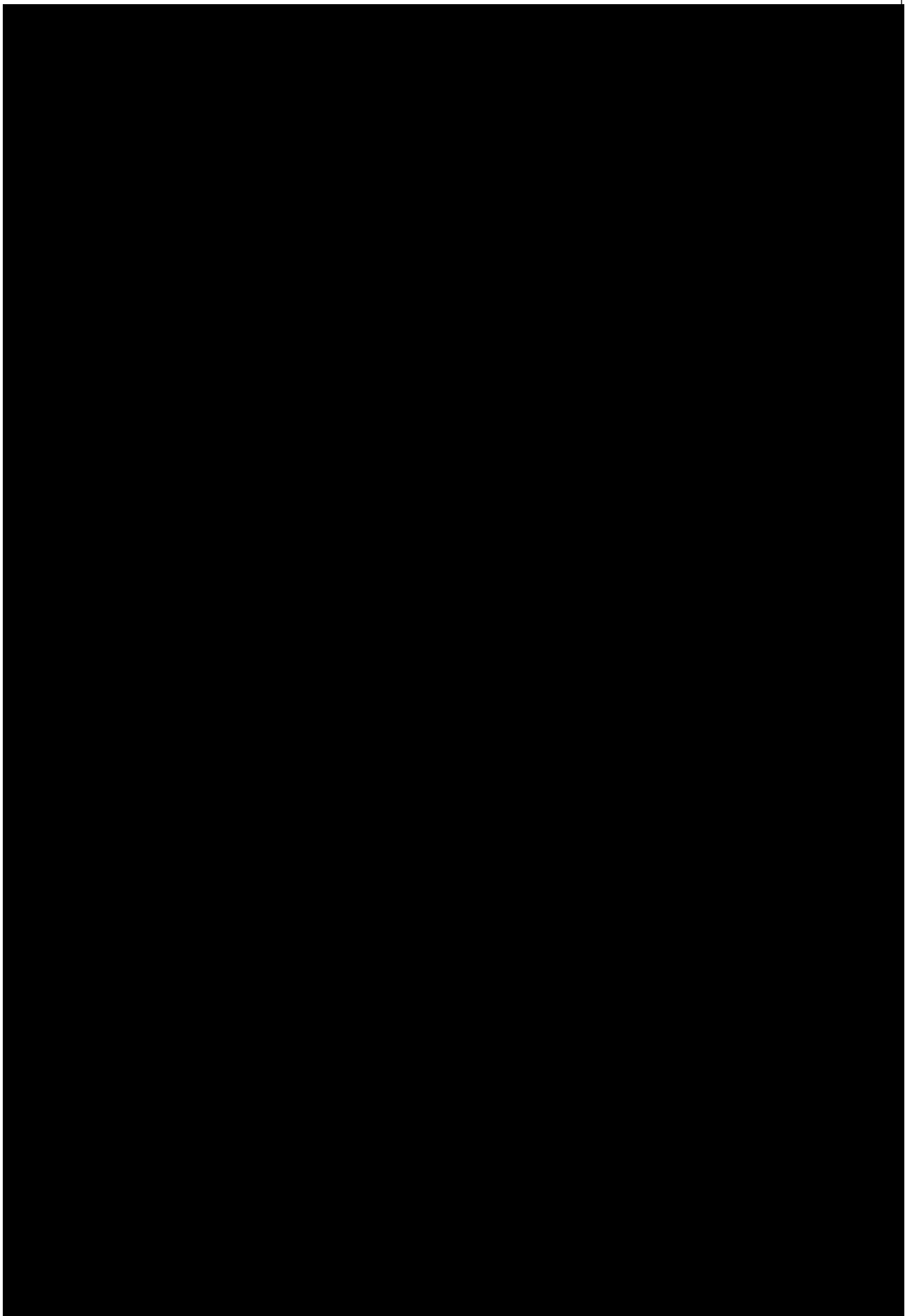
24 [REDACTED] [REDACTED]

25 [REDACTED]

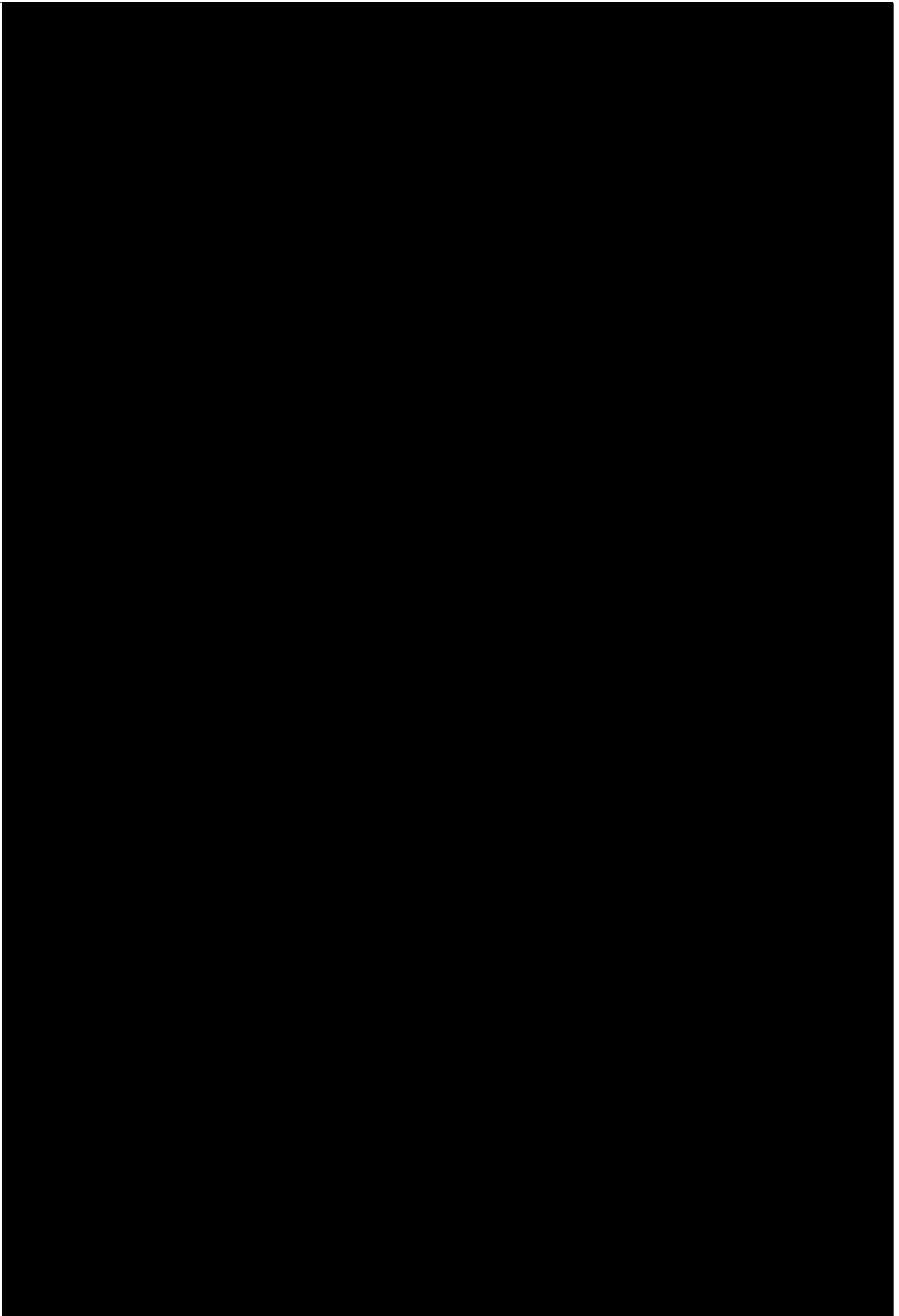
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

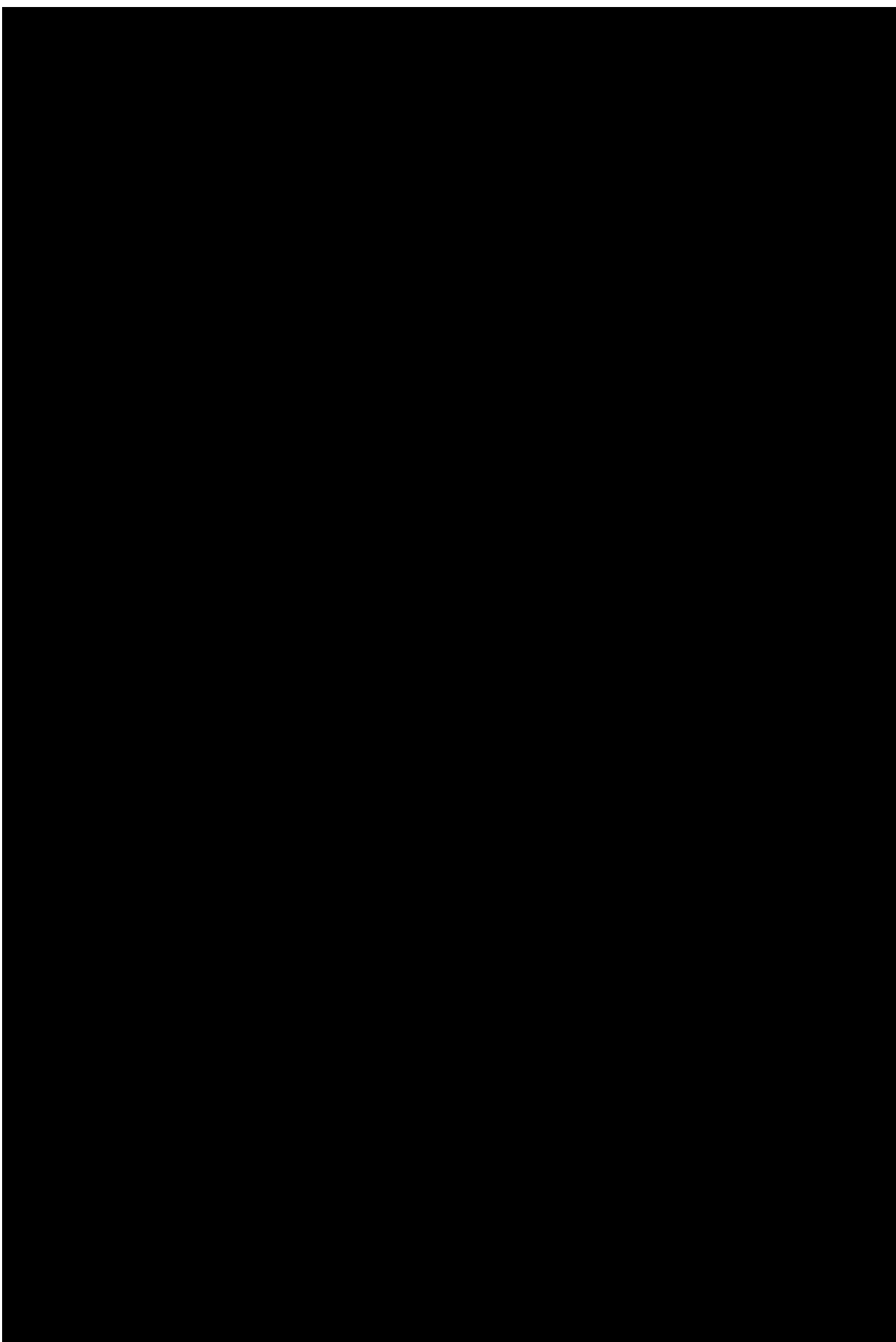


1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

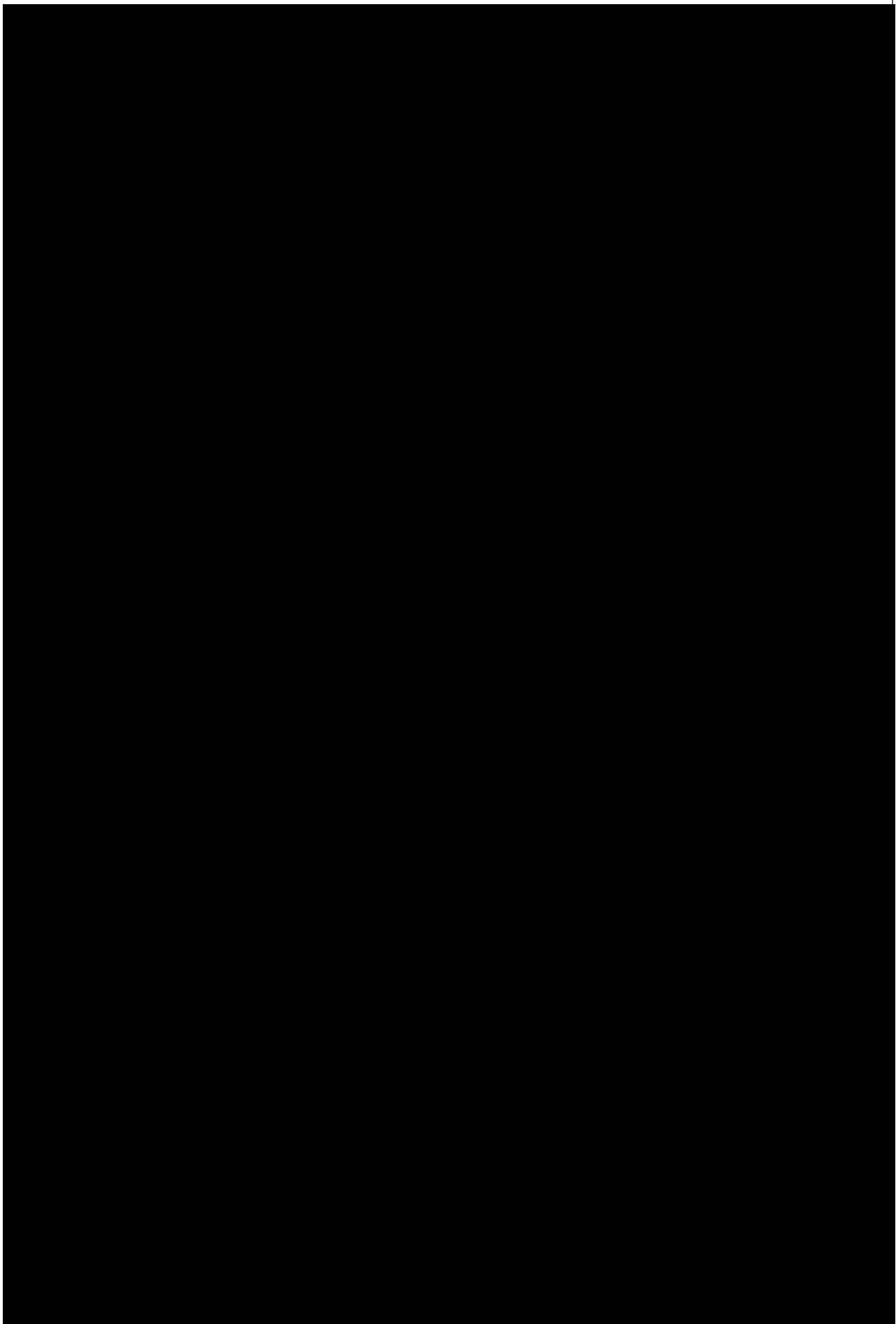




1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25



1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

Q. Sir, are there -- have you ever made a proposal for software where the customers just said, this doesn't meet our needs?

A. Have we ever made a proposal for software and the customer says that doesn't meet our needs?

Q. Lucasys, yes.

A. Well, we work with customers to identify their needs and then propose the solutions for that. We're not -- we're not selling a hundred percent prebuilt software into any need.

We're saying, let's understand your needs. To the extent we have solutions that can meet them, here's what we think.

We can expand either our own Solution set or, like we have done with all of our products, actually, yeah, we don't have that right now, but let's work together to build that. We think there's value not only for you but for the whole market.

Q. So, sir, you gave me -- you gave me these three companies as examples where they said they -- you

1 described them as companies that were reluctant to do  
2 business with Lucasys because of PowerPlan.

3           Aside from the four that are identified in  
4 complaint and the three that we discussed today, are  
5 there any others that you claim where you have been  
6 damaged because of the relationship -- because of  
7 something that PowerPlan did?

8           A.    Yes, there are more.

9           Q.    Okay. Who are they?

10          A.    We can keep going down memory lane. This may  
11 take a while. But, okay, I'll give you another example.

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1

2

3

4

5

Q.

Who

6

7

8

9

10

11

12

13

A. Certainly. I understand the question. I'm

14

15

16

17

18

19

20

And -- and I can tell you what I know from my

21

22

23

24

25

Q. Well, sir, you're here as a corporate

1 representative of Lucasys. We asked for somebody who is  
2 going to testify as to the facts specific to Lucasys's  
3 claimed damages.

4 If you are going to claim the damages, we're  
5 entitled to know. So are you not prepared to provide  
6 that information to us today?

7 A. I am prepared to provide the information based  
8 on the knowledge that Lucasys employees of the company  
9 has. We -- the Lucasys employees do not have access to  
10 all of the discovery materials, particularly the AEO  
11 materials.

12 So to the extent there are other  
13 communications that are in those communications, of  
14 course I wouldn't be able to testify to those here  
15 today.

16 Q. Well, sir, obviously we're not -- I'm not  
17 asking you to testify to things that are not known or  
18 knowable to Lucasys.

19 I'm just asking you what is known or knowable  
20 to Lucasys and what Lucasys intends to claim in terms of  
21 damages.

22 So if there are any other specific  
23 circumstances in which you think PowerPlan -- or you  
24 intend to claim that PowerPlan has interfered somehow in  
25 Lucasys's business, I want to know what those are.

1           So are there any others from the ones we have  
2   talked about already?

3           A.    So you're asking me to identify specific  
4   customers, and I'm trying to tell you that there is a  
5   broad -- so PowerPlan, our understanding is, sent  
6   letters to dozens of utilities communicating that they  
7   ought not to do business with Lucasys.

8           And many of those utilities followed up and --  
9   with the affirmative, like, hey, we'll watch out for  
10   those -- for those -- for those guys. These are  
11   documents that are in the record that we can see.

12           So -- so I can give you specific instances,  
13   but our claims are not limited to those. They're  
14   limited to the actions of PowerPlan or the industry as a  
15   whole.

16           And communication to Mr. Kleczynski at Exelon,  
17   the VP of tax at there, I want to refer to now as well  
18   because that happened the same -- you know, the same day  
19   that Mr. Burkes had -- had said, as of that day, there  
20   is no evidence that Lucasys misappropriated PowerPlan  
21   confidential information.

22           And the same day he's sending an email to the  
23   head of the EEI taxation committee, who represents the  
24   entire industry, saying, quote, we have strong reason to  
25   believe that Lucasys has -- has misappropriated

1 PowerPlan confidential information.

2 Q. Move to strike. It's not -- move to strike  
3 all this as nonresponsive. My question is specific to  
4 you, sir. I'm asking you to identify specific people.

5 I understand that Lucasys' position is that  
6 there is this general, industrywide, I don't know,  
7 perception of this dispute. That's your view. I  
8 understand. You have expressed that multiple times now.

9 I'm asking you to identify for me the specific  
10 individuals, the specific opportunities that Lucasys is  
11 claiming it was foreclosed from as a result of  
12 PowerPlan's conduct. That's the question.

13 MR. MAYES: Object to the form of the  
14 question.

15 MR. FAZIO: I'm sorry.

16 MR. MAYES: I objected to the form of the  
17 question.

18 But you can answer.

19 THE WITNESS: Could the repeat the question.

20 I'm sorry.

21 BY MR. FAZIO:

22 Q. The specific question to you is, who are the  
23 specific customers that Lucasys is claiming that  
24 PowerPlan interfered with such that Lucasys was damaged?  
25 That's my question to you.



1           Setting aside the ones we have already talked  
2   about, I'm not talking about those. I'm talking about  
3   the specific customers you can identify.

4           A.    So each customer who has received a letter  
5   from PowerPlan stating that they ought not to work with  
6   Lucasys is a customer that, because of our inability to  
7   sell to that customer, has caused damage to Lucasys.

8           Q.    Sorry, apologies. Sorry, we've got multiple  
9   videoconferencing conflicting here. I'm sorry. Sir, if  
10   you could start over, I would appreciate it. You were  
11   saying that -- you were talking about the letters,  
12   customers had received the letters?

13          A.    Yeah. So you asked me which customers  
14   specifically is Lucasys alleging that they were damaged  
15   because of PowerPlan's communications.

16                And I'm saying each customer that received a  
17   letter from PowerPlan requiring that customer to not do  
18   business with Lucasys, to not -- let me put it a  
19   different way.

20                To use this threat of a legal dispute or a  
21   legal issue to misconstrue Lucasys' activities to  
22   prevent that customer from doing business is, was, has  
23   caused damage to Lucasys.

24                So I think there are dozens of those and  
25   they're in the discovery material.

1 Q. Sir, have you read those letters?

2 A. I believe that I have seen a -- documents that  
3 are available to me. I understand it's a form letter  
4 and I believe I have seen examples of that and what's  
5 available to me in terms of the list of customers that  
6 received it.

7 Q. Isn't it true that those letters specifically  
8 say that PowerPlan has no objection to customers working  
9 with Lucasys provided that they're not given access to  
10 PowerPlan's software? Do you know if that's true or  
11 not?

12 A. Well, I think we have to understand how -- how  
13 the receiving party receives that letter, right. So  
14 this is -- this is a company that provides the only  
15 deferred tax software to utilities --

16 Q. Sir, I'm sorry to interrupt but you're not  
17 answering the questions that I'm asking you. I asked  
18 you if you had seen the letter and did -- was that your  
19 understanding was the contents of the letter.

20 I'm not asking you to speculate how third  
21 parties who received it may have interpreted it.

22 A. I don't recall the contents of the letter.

23 Q. And sir, and it's true that certain customers  
24 have received that letter have been doing business with  
25 Lucasys nonetheless; is that true?

1           A.    We have customers that, having received some  
2   communication from PowerPlan, gave us the ability to  
3   have a conversation with them where we could demonstrate  
4   what actually is going on in this business relationship.

5                   And when we were afforded that opportunity,  
6   customers had to make an assessment for themselves, and  
7   we are privileged that we had at least one that intended  
8   to do business with us, so otherwise we wouldn't be here  
9   today.

10          Q.    Sir, let me ask you this, I mean, AEP is one  
11   of the companies that received -- received one of those  
12   letters; true?

13          A.    Well, my understanding is that the AEP  
14   communications followed a different fact pattern.  They  
15   started earlier.  They started with phone calls.  To the  
16   extent there were letters, they may or may not have been  
17   part of the broad campaign.  I don't know.

18                   But I do understand that they were verbal and  
19   written communications to AEP, that's correct.

20          Q.    And so today, AEP is a customer of Lucasys;  
21   true?

22          A.    We're very grateful that we have one utility  
23   that has continued to work with us despite PowerPlan's  
24   allegations.

25          Q.    Sir, Con Ed is a customer of yours, too,

1 correct?

2 A. We do some limited services work with Con Ed,  
3 that is correct.

4 Q. Do you know if they received one of those  
5 letters or not?

6 A. I don't know that.

7 Q. Sir, let's go back to AEP. AEP is -- you have  
8 a [REDACTED]

9 [REDACTED]

10 A. I think that's accurate.

11 Q. Part of that involves licensing with software;  
12 true?

13 A. I believe that we have jut recently -- again,  
14 this is three years since the initial interference --  
15 but we had already sold software.

16 We have just recently been able to propose and  
17 sell a much more limited software offering to AEP,  
18 that's correct.

19 Q. And that -- that's Copilot, right; you're  
20 licensing Copilot to them?

21 A. That is correct.

22 Q. And what is the license fee that Lucasys is  
23 charging AEP for using Copilot?

24 A. So, in order to make this sale in light of the  
25 dispute, we had to very aggressively price the Copilot

1 solution. [REDACTED]

2 [REDACTED]

3 Q. And so, in fairness, sir, when you were  
4 pricing it for AEP, you were doing something similar;  
5 isn't that true?

6 A. I'm sorry? Can you repeat that.

7 Q. Strike that question. It's a rabbit hole we  
8 need not go down. [REDACTED]

9 [REDACTED]

10 A. Again, it's the plan for the current scope of  
11 the Copilot solution.

12 Q. And was that different from the Copilot  
13 solution that you originally proposed at AEP?

14 A. So we had originally proposed a depreciation  
15 and deferred tax solution to AEP.

16 Q. Sir, is it possible in your mind -- let me  
17 strike that.

18 Is it possible that AEP simply came to the  
19 conclusion that it preferred PowerPlan's product to  
20 Lucasys's product and that's why you didn't get -- they  
21 didn't license software from you?

22 A. Is it possible that they preferred PowerPlan's  
23 product?

24 Q. Yes.

25 A. I think it's possible that they weighed the

1 risks of moving forward in light of this dispute and  
2 chose to continue using PowerPlan's products.

3 Now, had they not already been using  
4 PowerPlan's products, I don't believe they would have  
5 made that choice. I believe it's a -- it's -- it's  
6 really the issue of this case, that the utilities are  
7 locked in to this product.

8 And even though they want to do otherwise,  
9 whether it's PowerPlan's bad behavior in the market or  
10 the other market conditions that are barriers to entry  
11 for other solution providers caused utilities to have to  
12 continue using the PowerPlan product. I think that's  
13 what we saw at AEP as well.

14 Q. Sir, let me ask you a question. Have there  
15 been any situations at Lucasys where their inability to  
16 sell software or their ability to close a consulting  
17 deal was related to anything that Lucasys did or is  
18 everything related to PowerPlan's conduct?

19 A. Our inability to sell software or inability to  
20 propose a consulting deal; is --

21 Q. Let me break it down. That's compounded in  
22 multiple ways. Let me clean it up. Sir, has there been  
23 any situation in which Lucasys was unable to sell a  
24 piece of software, license a piece of software that  
25 had reasons -- that were for reasons other than

1 PowerPlan's conduct, in Lucasys's view?

2 A. So prior to PowerPlan's interference, we did  
3 not attempt to sell software where we couldn't have,  
4 right, where we couldn't deliver on that.

5 After PowerPlan's interference, the -- the  
6 market is frozen, right. So our ability or inability is  
7 all dictated on the market's perceptiveness to do  
8 business with us.

9 So if your question is after PowerPlan's  
10 interference, we're not aware after PowerPlan's  
11 interference of a single instance where an opportunity  
12 was lost for any reason other than PowerPlan's  
13 interference.

14 Moreover, we're -- we're -- we're aware that  
15 our ability to even generate leads dried up in the same  
16 period of time as PowerPlan's interference and  
17 communication campaign to the market.

18 Q. Sir, what about the people who never received  
19 the letter; are those -- do you consider those people,  
20 those are folks that you are unable to reach out to to  
21 try and do work for?

22 A. Yeah, so I think we touched on the  
23 communication from PowerPlan to the head of the EEI  
24 taxation committee. Of course, he represents the entire  
25 electric utility industry, not just the individuals who

1 received the letter.

2 Outside of that, this is a -- this is a small  
3 industry. This is tight-knit. It's very focused.  
4 We're really talking about an industry within an  
5 industry, right.

6 We're talking about regulated utilities in the  
7 U.S. and we're talking about primarily tax. So it's --  
8 we're down to dozens of individuals or less, really, who  
9 are decision-makers in this process.

10 One item that did come to my attention is that  
11 at some point the dispute was forwarded or passed along  
12 to members of the industry kind of trade group, who then  
13 forwarded it on to their staff and associates.

14 And eventually I got that communication. I  
15 believe it was -- I believe it was an EEI email. So we  
16 do see evidence that -- that simply PowerPlan making the  
17 allegations, that that information has spread just based  
18 on the nature and the tightness of the market that we're  
19 talking about.

20 Q. Sir, I want to just shift gears a little bit.  
21 You understand that in the amended complaint you have  
22 asked for -- or Lucasys has asked for an injunction? Do  
23 you understand what an injunction is?

24 A. I have some understanding of an injunction,  
25 yes.



1 Q. Well, I'll represent to you that an injunction  
2 is essentially an order of the court requiring -- or  
3 prohibiting a party -- either requiring a party to do  
4 something or prohibiting a party from doing something;  
5 do you understand that?

6 A. Yes.

7 Q. Okay. And so Lucasys -- what is it that  
8 Lucasys is asking -- going to ask for from the court in  
9 terms of an injunction in this case? What is it that  
10 you think you need from the court to remedy the issues  
11 that you feel you have with PowerPlan?

12 A. Outside of the various categories of damages?

13 Q. This is a separate category.

14 A. Right. So -- so certainly the types of  
15 communications that PowerPlan has made where allegations  
16 were made based on some proof of position of  
17 confidential information that hasn't been kept  
18 confidential, so an order from the court to help  
19 PowerPlan refrain from communications like that, that  
20 lack merit.

21 In fact, a step further, some kind of remedy  
22 communication to the -- to kind of unring the bell to  
23 the extent that even can be done would be helpful in  
24 this case.

25 Q. Anything else?

1 A. In terms of injunctive relief?

2 Q. Yeah.

3 A. Well, I guess I'm not intimately familiar with  
4 the legal process, but I think we leave -- we leave some  
5 things up to I think the court's discretion as well.

6 But from my standpoint running the business, I  
7 understand that those communications impact our  
8 customers or potential customers and that needs to be  
9 stopped and remedied, at a minimum, for us to continue  
10 doing our business. But I don't know what all is  
11 involved in --

12 Q. Is there any -- just to be clear, I'm not  
13 asking you for a legal response. I'm asking you from  
14 the perspective as the CEO of the company what it is  
15 that you feel is necessary.

16 So you said an order preventing any future  
17 communications and potentially some sort of remedial  
18 communication. Is there anything else as you're sitting  
19 here today that you think is necessary?

20 A. Yes, I do. So I think even -- even those two,  
21 although they would go a long way, in many ways the -- I  
22 think I used this analogy -- so the damage has been  
23 done, so it really takes -- I think the corrective  
24 action on PowerPlan's side needs to really reflect that  
25 and it needs to be not just a never mind but -- but I

1 think there needs to be something more than that.

2 I think it may take a conversation. It may --

3 I think it needs to be more than just a disregard the  
4 previous letter.

5 Q. Sir, is there anything that you have learned  
6 during discovery that alters your \$47 million analysis?  
7 I'm talking about the original analysis. I understand  
8 you have this broader analysis, but I'm talking  
9 specifically about the \$47 million analysis.

10 Have you learned anything in discovery that if  
11 you were to redo the analysis today it would look  
12 different?

13 A. So if we -- if Lucasys were to redo the  
14 analysis, certainly would incorporate things that we  
15 learned. We also of course have retained experts to do  
16 that for us.

17 But yes, we have learned of course of the  
18 letter campaign through the discovery process. We have  
19 learned that the communications to EEI industry leaders  
20 making allegations of misappropriation, strong reason to  
21 believe, things like that.

22 We've subsequently, or in the same vein  
23 learned that actually people making those statement had  
24 no reason to believe and testify to that.

25 And so, yes, we have additional information

1 that if we were to do an analysis today we could list  
2 more utilities in the analysis and definitely do that  
3 more refined. But again, we also rely on experts to do  
4 that for us.

5 Q. So, sir, we have talked about -- I want to  
6 just make sure the record is clear. We have talked  
7 about all of the customers that you think -- that you  
8 can recall specifically that you think in some way  
9 PowerPlan interfered with Lucasys on; is that fair?

10 A. I think we talked about specific conversations  
11 that -- that I as CEO of Lucasys have had with potential  
12 utilities related to their inability to work with us  
13 based on PowerPlan's communications.

14 I do not believe that we have gone through the  
15 list of all utilities with which Lucasys has been  
16 interfered with based on PowerPlan's communications.

17 Again, I'll refer you to the communication  
18 campaign, the letter campaign, communication to EEI  
19 leaders, and even the bringing of counterclaims in this  
20 case, which is a signal to the entire market that, you  
21 know, the counterclaims don't state that Lucasys might  
22 misappropriate. They state that Lucasys did.

23 And so those counterclaims of course are  
24 passed along and passed around in the industry the same  
25 way this information is as well.

1           So I think we touched on specific  
2   conversations, but I don't think we have an exhaustive  
3   list of utilities that are impacted by PowerPlan's  
4   conduct.

5           Q.    So let's set aside the companies that received  
6   the letters. Those are -- those are known and knowable.  
7   And we talked about -- we know about the companies that  
8   are identified in the complaint and in the interrogatory  
9   responses, and you have given me other specific  
10  examples.

11           Aside from the ones we have already talked  
12  about, the folks who received letters, folks that have  
13  been identified through, you know, the litigation  
14  process and the ones you described today, are there any  
15  other specific ones you intend to raise in terms of  
16  claiming damages in this case?

17           A.    I would have to rely on the expert analysis  
18  who have access to more communications than I do.

19           Q.    I'm asking what's known and knowable to  
20  Lucasys as you sit here today. I understand that there  
21  is discovery that's gone on that you're not necessarily  
22  privy.

23           I just want to know from Lucasys, based on  
24  what you know as you sit here today, understanding that  
25  you're limited because of the protective order for

1 certain things, are there any others that are going --  
2 that somebody from Lucasys is going to testify to or  
3 have been provided to your experts? That's what I'm  
4 asking you.

5 I just want to have a complete list, sir.  
6 That's all I'm asking.

7 A. I understand. I understand that. So, I think  
8 I have shared with you the specific conversations that  
9 I've had recently. There are a number of proposals and  
10 leads that dried up at the same time as the letter  
11 campaign came out.

12 Although some of those may not have come to me  
13 and said, hey, we can't pursue this because of this  
14 dispute, we understood that that -- the time line was  
15 connected. So I can get into those and maybe we  
16 could --

17 Q. My question, if you're going to claim them as  
18 damages, I would like to know which ones specifically  
19 you're talking about, so --

20 MR. MAYES: Steve, let me just -- if we're  
21 going to launch into the topic of the leads that  
22 dried up, we have been going for about an hour and  
23 a half; can we take like maybe five minutes, just a  
24 comfort break?

25 MR. FAZIO: Yeah, that's fine.

1 MR. MAYES: Okay. I don't want to interrupt  
2 if a question was hanging? Was there any question  
3 hanging? I don't think there was.

4 MR. FAZIO: No, I just want to know what we're  
5 dealing with. We can take a break, that's fine.

6 THE VIDEOGRAPHER: Going off record at  
7 2:23 p.m.

8 (A break was taken at 2:23 p.m., and the  
9 deposition resumed at 2:35 p.m.)

10 THE VIDEOGRAPHER: Back on record at 2:35 p.m.

11 BY MR. FAZIO:

12 Q. Mr. Lantukh, right before the break we were  
13 talking -- or about to start talking about other  
14 specific examples where Lucasys is alleging that  
15 something that PowerPlan did that caused the damages,  
16 and so I would like to know these -- who these other  
17 customers are.

18 And so if you could just maybe start with a  
19 list and then we can go through them as necessary. And  
20 again, I'm talking about the ones we haven't already  
21 talked about and I'm not talking about customers that  
22 allegedly received a letter from PowerPlan.

23 A. Okay, I'll try not to repeat. If I do, I  
24 apologize. [REDACTED]

25 [REDACTED]

1

2

3

4

5

6

7

8

9

10 Q. Sir -- and so to be clear, these are ones that  
11 you're saying that Lucasys has had an opportunity to do  
12 business with these customers and somehow PowerPlan  
13 interfered with that opportunity?

14 A. That's correct. These are customers where  
15 Lucasys had an opportunity to do business, whether it's  
16 a proposal, sometimes a contract, subsequent to  
17 PowerPlan's communications that that business was lost.

18 Q. Okay. And so to be clear, I want to make sure  
19 that we're clear about what we're about to get into  
20 here. So these are -- these are customers where there  
21 was a proposal after the time that certain letters  
22 were -- or certain information was communicated from  
23 PowerPlan, but you're saying these are not necessarily  
24 ones where they received a letter, or do you know one  
25 way one another?



1           A.     These were customers that we had built  
2     relationships with prior to PowerPlan's interference. I  
3     don't know which of these received letters.

4                     I do know that the industry as a whole is  
5     aware of the dispute and of course the counterclaims and  
6     that these are relationships, opportunities that we had  
7     sometimes -- most of these were developed before  
8     PowerPlan's interference and disappeared as of the time  
9     of PowerPlan's communication to market.

10          Q.     So now let me see if we can narrow this list  
11     down little bit. Of the list that you just gave me, are  
12     there any where the customer came back to you and gave  
13     you an indication that it was not willing to do business  
14     with Lucasys because of something that PowerPlan had  
15     done?

16          A.     I think we talked about those instances I  
17     think before the break, where we had those specific  
18     conversations. And then what these list of customers,  
19     these are customers where after PowerPlan's interference  
20     in the market the relationship that we had built up to  
21     that point, the opportunity did not come to pass.

22          Q.     And so for the ones that you just listed for  
23     me, these are not -- to be clear, these are not ones  
24     where the customer came back to you and said anything  
25     akin to, PowerPlan said that you can't have access to

1 our software; is that correct?

2 A. I think many of these customers may have  
3 received that letter that we had talked about, but I  
4 don't have a recollection from these customers  
5 in particular -- there may be an exception or two, but  
6 largely, the opportunity grew cold at the time of  
7 PowerPlan's interference and as this dispute arose.

8 Q. Now, sir, not all of the companies you have  
9 listed are regulated utilities; true? And, for example,  
10 Arizona Water, Southwest Water, those aren't regulated  
11 utility companies, are they?

12 A. I believe they are.

13 Q. They are?

14 A. I think that's correct, yeah. They're members  
15 of the NAWC. That's how we actually built the  
16 relationships is through our association with that trade  
17 group.

18 Q. And so Lucasys when it's considering potential  
19 customers, it looks at any -- any rate-regulated  
20 utility?

21 A. I don't -- correct, within the United States.  
22 We have been looking primarily with U.S. operations.

23 Q. And in terms of -- and are there any other  
24 customers that Lucasys has or intends to target outside  
25 of that regulated utility industry?

1           A.     So I think we have discussed broadly a  
2     long-term strategy to take solutions outside of the  
3     rate-regulated utility industry.

4                 We recognize that that strategy requires  
5     significant capital investment and the hiring of  
6     expensive experienced resources basically to replicate  
7     the Lucasys model for utilities for the next industry.

8                 So while we have discussed that strategy, we  
9     have not been able to execute on it based on our capital  
10    commitments to this litigation.

11           Q.    Sir, are there any -- are any of the existing  
12    products that Lucasys has developed, are any of them  
13    suitable for use outside of the investor owned rate-  
14    regulated utilities?

15           A.    They are, and they are actually designed and  
16    developed for that purpose. So if I expand on that, in  
17    each of our products the requirements for rate-regulated  
18    utilities specifically are incremental functionality.

19                 So an example would be within the deferred tax  
20    solution, we actually perform a three-stage computation  
21    and only the third step is required for regulating  
22    industries and the first two are the non-regulated  
23    space.

24                 So when we have had the opportunity to demo  
25    our software to utilities that have regulated and

1 non-regulated business, they see the value in having a  
2 comprehensive solution like that.

3 Q. Sir, how much has Lucasys paid to date for  
4 this litigation?

5 A. So the last -- through June of this year it  
6 was in excess of [REDACTED] Based on the monthly  
7 expenses for July, August, we're probably close to [REDACTED]  
8 [REDACTED] as I sit here today.

9 Q. And those are dollars that have been paid?

10 A. I don't know if we have gotten all of last  
11 month's invoices. I may have included a month of  
12 activity that either hasn't been invoiced or hasn't been  
13 paid, but those are the dollars that would have been  
14 incurred sitting here today.

15 Q. And your understanding is that with the  
16 exception of possibly last month, everything that's been  
17 incurred has been paid?

18 A. Certainly has, yes. We're current on all the  
19 received invoices.

20 Q. So for -- as it stands today, is Lucasys cash  
21 flow positive?

22 A. [REDACTED]  
23 [REDACTED]

24 Q. [REDACTED]

25 A. [REDACTED]

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22 Q. So, sir, we have talked about lost

23 opportunities with specific customers. We have talked

24 about the model or the damages estimate that you

25 included in the complaint.

1           Aside from the loss of software licensing  
2   revenue or the loss of consulting revenue, are there any  
3   other categories of damages that Lucasys is claiming in  
4   this case?

5           A.    Yes, there are.

6           Q.    What are those?

7           A.    So I think one category is the loss of our  
8   ability to demonstrate a proof of concept.  So it's --  
9   yeah, it's the loss of the ability to kind of penetrate  
10  in the utility with a proof of concept model.

11           That's a very important one because that lines  
12  up with our business strategy to gain new customers.

13           Q.    Sir, when you were making your recent proposal  
14  to AEP that resulted in the Copilot product being  
15  licensed, did you demonstrate for them Lucasys's other  
16  software products?

17           A.    In the context of a Copilot proposal?

18           Q.    Well, during that process when you were -- the  
19  process that ultimately resulted in you getting the  
20  consulting contract and licensing Copilot, did you have  
21  the opportunity to also demonstrate your other software  
22  products?

23           A.    So the AEP relationship includes the software  
24  work that was demonstrated and that opportunity that was  
25  lost, right.

1           So -- but in the context of the current  
2   engagement, which is services only, the Copilot solution  
3   was presented to meet some very specific requirements in  
4   AEP's processes, so that was the only solution that was  
5   presented to meet those specific requirements.

6           Q.   And did you ask AEP -- have you asked AEP in  
7   the last 18 months for the opportunity to demonstrate  
8   your current state of Lucasys's software products?

9           A.   So our business model is to provide value,  
10   provide the demonstration of where there is a need. And  
11   so that's true with AEP.

12           We understand that AEP made a business  
13   decision to stay with the PowerPlan solution, invested  
14   into that, went through an upgrade, and so we understand  
15   that AEP is not ready to evaluate another solution.

16           In the same way we would do any of our  
17   customer demos during the initial discovery call, we  
18   identify the pinpoints and only demo the solutions and  
19   address those, don't come in and demo every solution  
20   that we have hoping one sticks.

21           Q.   Sir, let me ask you this question. It's  
22   Lucasys's position that you had -- that you had won the  
23   bid to build software for AEP in 2019; true?

24           A.   Lucasys had won the bid to deploy and  
25   implement new software at AEP in 2019. And AEP

1 understood that some of that software would continue to  
2 be built out during that project to meet AEP's  
3 requirements.

4 Q. And so do you have an understanding as to why  
5 AEP was interested in licensing your software in 2019  
6 but not in 2021?

7 A. So I believe in 2019, AEP had to make a  
8 decision, had come to a place where the maintenance of  
9 its existing software, particular tax software had  
10 become so poor that it created a risk to AEP and they  
11 had to decide whether to invest in new technology or  
12 continue to pay for their existing technology.

13 I believe that they had been at a point where  
14 PowerPlan had communicated to them that their current  
15 version would be not supported and so there was this  
16 window of opportunity for them to invite -- to invite  
17 other vendors to bring solutions.

18 And of course we weren't the only ones. There  
19 were several vendors that came and proposed solutions  
20 for that -- for that RFP. Having -- having -- AEP  
21 having decided that as a business they were going to  
22 continue to PowerPlan tax solutions, they have invested  
23 as a company back into those solutions and so it's a  
24 different conversation today.

25 AEP -- the conversation that I -- that comes



1 to mind with AEP individuals -- I think this may have  
2 been with Jimmy -- was that the industry needs new  
3 technology in this case and AEP wants to be a leader in  
4 that space.

5 And so there is a door open for AEP to  
6 evaluate other Lucasys products in the future, and we're  
7 hopeful that that comes sooner rather than later, but we  
8 understand this dispute continues to be one of the  
9 factors.

10 Q. Have you had the opportunity to read  
11 Mr. Lindsey's deposition?

12 A. I don't believe so.

13 Q. Have you read Mr. May's deposition at NextEra?

14 A. I don't believe so.

15 Q. Have you read any of the depositions that were  
16 taken of the Liberty corporate representatives?

17 A. I don't think we have access to those.

18 Q. And same question for Suez. Have you read the  
19 30(b)(6) deposition of Suez in this case?

20 A. I have not.

21 Q. And so to the extent that if any of the folks  
22 at those companies took a position that was contrary to  
23 what you're saying, would you defer to their views on  
24 why they made the decisions they made?

25 A. So I think the decisions at enterprise

1 companies are -- a lot of factors go into them and it's  
2 a lot of people that don't have a voice in it.

3 So I think -- I don't know how to answer that  
4 question without maybe seeing what was said.

5 Q. You wouldn't necessarily defer to -- well,  
6 strike that.

7 All right, sir. Are there any other  
8 categories of damages that Lucasys intends to claim in  
9 this case that we haven't discussed today?

10 A. Yes, there are.

11 Q. What are they?

12 A. So another way that we have been damaged is we  
13 have been unable to grow and expand our team here at  
14 Lucasys. So I think I touched on the recruiting efforts  
15 around the property accounting space.

16 Even more than that, we had to rescind a  
17 couple of offers in light of this dispute. One of those  
18 rescinded offers went to work with one of our  
19 competitors in the services space with RCC.

20 Actually, now that I think about it, we've got  
21 two people that we weren't able to recruit that now work  
22 at RCC, are leaders in that business.

23 So yes, we have absolutely been harmed by our  
24 inability to grow team. And actually when those  
25 individuals are available, although they want to come

1 work with us, they go to work for competitors instead.

2 So that's one example.

3 Q. Okay. What others? What others are there? I  
4 mean, I want to know what we're going to hear about from  
5 your experts and from you, so if there are other  
6 categories of damages, I'd like to know what they are.

7 A. Sure. So our inability to expand outside of  
8 core businesses, we touched on this a little bit. But  
9 outside of tax and outside of utilities, from the very  
10 founding of the company and our earliest document that  
11 we had laid out our approach, we -- our goal and vision  
12 to expand outside of tax and property accounting, our  
13 inability to do that as a result of PowerPlan's  
14 interference. That's a very important one.

15 I think also just the harm to the reputation  
16 of both Lucasys as a company, as well as the founders  
17 and even employees of Lucasys.

18 We -- in the same document that I was thinking  
19 about, talking about our strategy and approach, from the  
20 founding of the company our sales strategy was to  
21 leverage relationships for sales.

22 And actually that's been our whole hiring  
23 strategy. Of course, we have only hired individuals  
24 with the expertise and relationships in the utility  
25 industry.

1 And so the reputational harm, it's not a side  
2 thing. It comes at the core of our business model and  
3 our sales pipeline. So reputational harm is a huge one.

4 Of course, litigation expenses. I think we're  
5 going to -- I would love for us to seek punitive  
6 damages. I think that the actions by PowerPlan  
7 individual executives has been willful and without  
8 regard to the impact to Lucasys. So I think that will  
9 be a category that I would like to see included.

10 And then of course with the technology  
11 business, we think about not just the lost profits  
12 revenue, but there is a value to the business for  
13 outside investment, for an eventual sale of the  
14 business, our inability to grow or even delay growth has  
15 enormous impact on -- on the value -- the valuation of  
16 the business and where it is today versus where it could  
17 be based on the projections that we had.

18 Q. Sir, when are you planning on selling your  
19 business?

20 A. So I think in the initial -- in the earliest  
21 projection I have I think there was a five-year window.  
22 So I guess that would be next year, year 2023 -- I'm  
23 sorry, that would have been -- yeah, I guess 2023,  
24 absent the interference in this dispute which has gone  
25 on for three years now.

1 Q. So your intention was to sell the business  
2 after five years?

3 A. Well, the intention was to build value in the  
4 business such that after five years it would be  
5 attractive to a broke investor or somebody that could  
6 help come in and take the business to the next level.

7 Q. Sir, I understand you have -- I want to focus  
8 on damages that you say you have incurred. So you  
9 talked to me broadly about damages associated with the  
10 sort of inhibited growth of the company, what specific  
11 customers.

12 Any other reputational damage or -- they're  
13 all sort of tied together. But tell me, are there any  
14 other categories of damages that we haven't talked  
15 about?

16 A. Yeah, I think we touched on the reputational  
17 harm, right. And we've got counterclaims. And I know  
18 that they didn't move forward, but this is counterclaims  
19 in the public record that Lucasys -- that name us  
20 individually within the counterclaims.

21 This is a -- this is a perpetual thing. Those  
22 damages are real and, you know, I think it's -- it's  
23 unfortunate what PowerPlan decided to do in this dispute  
24 and the allegations that they have made.

25 It's of course harm to company, but I'm

1 thinking about my own employees, co-founders,  
2 individuals who now their careers are at stake, their  
3 families at risk because of PowerPlan's actions.

4 Q. Sir, I would like to ask to, with respect to  
5 the allegations that Lucasys made in the original  
6 complaint, are there any allegations that are contained  
7 in that complaint that you think are incorrect as you  
8 sit here today?

9 A. In the original complaint? There was an  
10 amended complaint. Clarify the question.

11 Q. Either. In the original complaint or the  
12 amended complaint, are there any allegations contained  
13 in either of those documents that Lucasys has made about  
14 PowerPlan that Lucasys understands today are incorrect?

15 A. I don't believe so.

16 Q. All right. That's all I have, sir.

17 MR. MAYES: Thank you. Nothing from us.

18 THE VIDEOGRAPHER: Going off record at

19 3:01 p.m.

20 COURT REPORTER: Are we going to read and  
21 sign, Mr. Mayes?

22 MR. MAYES: Yes.

23 COURT REPORTER: And so would you like just an  
24 electronic copy?

25 MR. MAYES: Yeah, that's fine.

1 COURT REPORTER: And, Mr. Fazio, you as well?

2 MR. FAZIO: Yeah, that's fine.

3 (Deposition concluded at 3:01 p.m.)

4 \* \* \*

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

## DISCLOSURE

STATE OF GEORGIA:

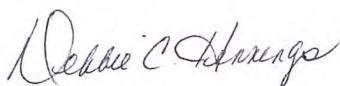
COBB COUNTY:

DEPOSITION OF: VADIM LANTUCKH

Pursuant to Article 10.B. of the Rules and Regulations of the Board of Court Reporting of Judicial Council of Georgia, I make the following disclosure:

I am a Georgia Certified Court Reporter acting as an agent of Trustpoint.One, who was contacted by the offices of Squire, Patton, Boggs, to provide court reporting services for this deposition. I will not be taking this deposition under any contract that is prohibited by O.C.G.A. 15-14-37 (a) and (b).

Trustpoint.One has no contract to provide reporting services with any party to the case, and counsel in the case, or any reporter or reporting agency from whom a referral might have been made to cover this deposition. Trustpoint.One will charge its usual and customary rates to all parties in the case, and a financial discount will not be given to any party to this litigation.



CCR# B-2007 DATE: 9 - 21 - 2022

Debbie C. Hennings



## 1 CERTIFICATE

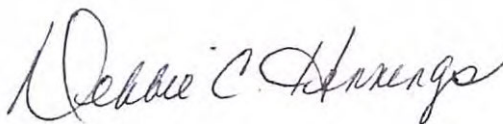
2  
3 STATE OF GEORGIA:

4 COBB COUNTY:

5 I hereby certify that the foregoing transcript  
6 was taken down, as stated in the caption, and the  
7 questions and answers thereto were reduced to  
8 typewriting under my direction; that the foregoing pages  
9 1 through 82 represent a true and correct transcript of  
10 the evidence given upon said hearing.

11 The witness did reserve the right to read and  
12 sign the transcript.

13 This, the 21st day of September 2022.  
14  
15  
16  
17  
18  
19  
20  
21

22   
23

24 DEBBIE C. HENNINGS, CCR-B-2007  
25 My commission expires the  
1st day of April 2023

Notice Date: 09/21/2022

Deposition Date: 9/14/2022

Deponent: Vadim Lantukh 30(b)(6)

Case Name: Lucasys Inc. v. Powerplan, Inc.

Page:Line	Now Reads	Should Read
-----------	-----------	-------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## CERTIFICATE OF DEPONENT

I hereby certify that I have read and examined the foregoing transcript, and the same is a true and accurate record of the testimony given by me.

Any additions or corrections that I feel are necessary, I will attach on a separate sheet of paper to the original transcript.

---

Signature of Deponent

I hereby certify that the individual representing himself/herself to be the above-named individual, appeared before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and executed the above certificate in my presence.

---

NOTARY PUBLIC IN AND FOR

---

County Name

MY COMMISSION EXPIRES:

**WORD INDEX**

&lt; \$ &gt;

\$30,000 52:1, 8

\$3-plus 51:8

\$450 24:10

\$47 8:9 9:8 10:22 11:1,  
4, 5 13:15 14:12 58:6, 9

&lt; 1 &gt;

1 80:4

1.5 67:6

1:20-CV-2987-AT 1:5

10.B 79:3

100 18:15 19:23

100,000 18:11 19:4

68:16

1000 3:8

12 25:15, 21

12:59 1:15 4:4

120888 1:25

127 3:8

130 23:19, 24 33:9

13-month 25:15, 21

14 1:14 4:3

14th 3:4

15 28:10

15.6 24:22

15-14-37 79:3

15-14-37(a) 3:17

18 25:10 70:7

18-month 26:1

1st 80:25

&lt; 2 &gt;

2 67:7

2:23 62:7, 8

2:35 62:9, 10

200,000 18:11, 15 19:23

2019 18:21 36:1 37:20

38:9, 17, 18 70:23, 25  
71:5, 7

2020 11:6 12:2 36:7

2021 71:6

2022 1:14 4:3 80:4

2023 75:22, 23 80:25

216-479-8403 3:10

21st 80:4

&lt; 3 &gt;

3:01 77:19 78:3

30 24:4 25:7 26:14

30(b)(6) 1:10 4:6 72:19

30318 3:4

&lt; 4 &gt;

40 23:22 27:22 33:10

404-856-3255 3:5

407-718-7164 3:13

44114 3:9

47 10:23 14:18 24:15,  
19, 23

&lt; 5 &gt;

5 2:2

50 23:22 27:22

50,000 19:4 68:16

500 3:4

500,000 20:16

&lt; 8 &gt;

82 80:4

&lt; 9 &gt;

9-11-29(a) 3:16

&lt; A &gt;

ability 26:2 41:5 42:4

50:2 53:16 54:6, 15

69:8, 9

able 18:25 25:7, 12

27:12 34:18 35:14, 21

36:9 41:22 44:23 45:14

51:16 66:9 73:21

absent 11:14 75:24

absolutely 27:5 73:23

access 45:9 49:9 60:18

64:25 72:17

accounting 21:1 31:10,

17 34:24 35:12 73:15

74:12

accurate 51:10

acquire 25:12 27:12

acquired 25:22

acquires 16:25

acting 79:3

ACTION 1:5 57:24

actions 27:17 46:14

75:6 77:3

activities 48:21

activity 67:12

actual 14:2 17:7 21:22

added 15:12 17:7, 21

addition 9:23 33:6

additional 11:11 21:14

29:20 58:25 63:8

address 70:19

adequate 26:13

adopt 20:20 26:19

adverse 24:8

AEO 45:10

AEP 14:1, 9, 20 15:1, 19

17:5, 16, 18, 25 18:2

19:3, 20 20:8 21:11

50:10, 13, 19, 20 51:7, 9,

17, 23 52:4, 9, 13, 15, 18

53:13 69:14, 23 70:6, 11,

12, 15, 23, 25 71:5, 7, 10,

20, 25 72:1, 3, 5

AEP's 15:20 70:4 71:2

affirmative 46:9

afforded 50:5

afternoon 5:4, 5

AGA 27:20

agency 79:3

agent 79:3

aggressive 16:4

aggressively 51:25

ago 6:21 7:2 9:24

agree 9:18

agreed 11:9

agreement 12:8

akin 64:25

allegations 50:24 55:17

56:15 58:20 76:24 77:5,

6, 12

allegedly 62:22

alleges 10:21

alleging 48:14 62:14

allowed 35:19 40:3

Alloy 3:3 10:14

alternative 26:5 27:19

alters 58:6

amended 10:21 55:21

77:10, 12

Ameren 36:17 41:2, 3, 5,

7 42:4

American 14:15 23:7,

11, 12 36:17, 21, 24 37:1,

6, 8 38:2, 22 39:17

amount 18:8 25:17

analogy 57:22

analyses 6:22 7:3

analysis 6:2 7:7, 9, 11,

12 8:2 9:15, 24 11:5, 17,

23 12:9, 12 13:1, 5, 9, 13,

14, 16, 22 14:10, 11, 14,

15, 17, 20, 21, 22, 24

15:12, 14 16:10, 15, 18,

21 18:1 20:1, 4, 9 21:16

22:7, 23 23:1, 3, 23 24:5,

6, 12, 13 25:3 58:6, 7, 8,

9, 11, 14 59:1, 2 60:17

annual 15:11, 15 17:1

18:6

answer 8:19 9:7 21:4

30:6 32:12 47:18 67:23

73:3

answering 33:20 49:17

answers 80:4

anticipation 7:23

anybody 10:10, 17

32:16 39:17

apologies 48:8

apologize 62:24

appeared 1:22

appreciate 48:10

approach 12:9 74:11, 19

April 80:25

area 29:6

areas 21:14

Arizona 63:1 65:10

arose 65:7

Article 79:3

ascribe 67:24

aside 5:23 6:18 33:21

43:3 48:1 60:5, 11 69:1

asked 12:11, 12 13:3

26:23 27:7, 18 28:2

33:21 35:9 40:10 45:1

48:13 49:17 55:22 70:6

asking 12:16, 17, 25

13:1, 19 28:21 32:5

33:20 34:3, 15 38:15

45:17, 19 46:3 47:4, 9

49:17, 20 56:8 57:13

60:19 61:4, 6

asserting 7:19 8:21

assessment 50:6

asset 15:24

assistance 37:9

associate 23:10

associated 76:9

associates 55:13

association 4:9, 10

23:11 65:16

assume 16:12 18:2, 19,

25 19:6, 16, 25

assumed 16:16 21:7

24:3

assuming 18:9

assumption 14:5 18:7,

20 26:20

assumptions 21:7, 17, 19,

21

ATLANTA 1:2 3:4

attempt 54:3

attention 55:10

attorney 12:20 13:3, 6

44:15

attorney-client 12:14, 23

attorneys 4:11

attractive 16:3 76:5

August 67:7

author 11:23, 24

automation 19:10, 13

available 32:4 40:12, 14

49:3, 5 73:25

aware 10:20 11:10

32:16, 19 40:13 54:10,

14 64:5

&lt; B &gt;

B-2007 79:3

back 16:14, 19, 22 22:10

29:18 34:21 36:13 42:4

51:7 62:10 64:12, 24

71:23

bad 53:9

balance 19:14

barriers 53:10

<p><b>based</b> 11:17 16:24 20:22 21:24 22:17 23:25 24:24 26:1, 14 34:17 38:23 40:14 43:24 45:7 55:17 56:16 59:13, 16 60:23 66:9 67:6 75:17</p> <p><b>baseline</b> 17:4, 9</p> <p><b>basically</b> 66:6</p> <p><b>basis</b> 5:17 8:11, 14 9:8 11:1, 4 19:14 22:13 26:19 68:15</p> <p><b>began</b> 44:4</p> <p><b>begging</b> 26:5, 10</p> <p><b>beginning</b> 4:12</p> <p><b>begun</b> 15:17</p> <p><b>BEHALF</b> 3:2, 5 4:15 5:15</p> <p><b>behavior</b> 53:9</p> <p><b>believe</b> 6:17, 20 7:14 11:6 12:3, 8 18:6, 20 21:11 22:24 30:12, 13, 24 36:7 37:2 39:2 40:7 41:1 43:21 46:25 49:2, 4 51:13 52:1 53:4, 5 55:15 58:21, 24 59:14 65:12 71:7, 13 72:12, 14 77:15</p> <p><b>Belinfante</b> 3:3</p> <p><b>bell</b> 56:22</p> <p><b>best</b> 5:11 44:14</p> <p><b>better</b> 27:8 28:16</p> <p><b>bid</b> 70:23, 24</p> <p><b>bidding</b> 16:5</p> <p><b>bigger</b> 31:7</p> <p><b>bit</b> 16:22 22:13 55:20 64:11 74:8</p> <p><b>Black</b> 36:17 39:20, 21, 22, 23 41:8</p> <p><b>Blanquez</b> 10:14, 16</p> <p><b>Board</b> 79:3</p> <p><b>Boggs</b> 3:8 4:15 79:3</p> <p><b>break</b> 53:21 61:24 62:5, 8, 12 64:17</p> <p><b>bring</b> 15:19 16:1 20:17 24:8 29:22 71:17</p> <p><b>bringing</b> 11:17 16:6 59:19</p> <p><b>broad</b> 29:2 46:5 50:17</p> <p><b>broader</b> 14:14, 19 25:3 58:8</p> <p><b>broadly</b> 66:1 68:1 76:9</p> <p><b>broke</b> 68:13 76:5</p> <p><b>brought</b> 6:2, 23 7:4 13:8 14:11 27:6</p> <p><b>Bryan</b> 37:5</p> <p><b>build</b> 27:8, 19, 24 28:21 29:10, 15 30:3 31:21 32:8 42:22 70:23 76:3</p> <p><b>building</b> 25:18 30:18</p>	<p><b>built</b> 25:21 64:1, 20 65:15 71:2</p> <p><b>Burkes</b> 46:19</p> <p><b>business</b> 6:14 11:15 14:3, 4, 5 25:10, 11, 17, 19 31:18 32:21 34:14 43:2 45:25 46:7 48:18, 22 49:24 50:4, 8 54:8 57:6, 10 63:12, 15, 17 64:13 67:1 69:12 70:9, 12 71:21 73:22 75:2, 11, 12, 14, 16, 19 76:1, 4, 6</p> <p><b>businesses</b> 23:6, 7 74:8</p> <p>&lt; C &gt;</p> <p><b>call</b> 40:4 70:17</p> <p><b>called</b> 19:10</p> <p><b>calls</b> 50:15</p> <p><b>camera</b> 4:8</p> <p><b>campaign</b> 50:17 54:17 58:18 59:18 61:11</p> <p><b>capital</b> 66:5, 9</p> <p><b>caption</b> 80:4</p> <p><b>careers</b> 77:2</p> <p><b>case</b> 6:1, 3, 5, 6, 23 8:5 13:18 17:16 40:13 53:6 56:9, 24 59:20 60:16 69:4 72:3, 19 73:9 79:3</p> <p><b>case-by-case</b> 21:24</p> <p><b>cases</b> 31:24</p> <p><b>cash</b> 67:20</p> <p><b>categories</b> 56:12 69:3 73:8 74:6 76:14</p> <p><b>category</b> 56:13 69:7 75:9</p> <p><b>caused</b> 48:7, 23 53:11 62:15</p> <p><b>causing</b> 68:8</p> <p><b>CCR</b> 1:13 79:3</p> <p><b>CCR-B-2007</b> 80:24</p> <p><b>cease</b> 36:1</p> <p><b>Central</b> 63:4</p> <p><b>CEO</b> 57:14 59:11</p> <p><b>certain</b> 49:23 61:1 63:21, 22</p> <p><b>certainly</b> 12:7 13:23 15:16 25:9 34:6 44:13 56:14 58:14 67:18, 25</p> <p><b>CERTIFICATE</b> 80:1</p> <p><b>Certified</b> 79:3</p> <p><b>certify</b> 80:4</p> <p><b>Chang</b> 12:6</p> <p><b>change</b> 42:3</p> <p><b>changed</b> 37:2</p> <p><b>charge</b> 79:3</p> <p><b>charging</b> 51:23 52:8</p> <p><b>check</b> 41:13</p> <p><b>choice</b> 53:5</p> <p><b>chose</b> 30:20, 22 53:2</p> <p><b>Chung</b> 34:24 35:2</p>	<p>36:12</p> <p><b>Cieslak</b> 10:14</p> <p><b>circumstances</b> 45:23</p> <p><b>Ciullo</b> 38:8</p> <p><b>C-I-U-L-L-O</b> 38:8</p> <p><b>CIVIL</b> 1:5</p> <p><b>claim</b> 43:5 44:9, 10 45:4, 20, 24 61:17 73:8</p> <p><b>claimed</b> 45:3</p> <p><b>claiming</b> 5:16 47:11, 23 60:16 69:3</p> <p><b>claims</b> 46:13</p> <p><b>clarify</b> 17:9 27:4 77:10</p> <p><b>clauses</b> 22:6</p> <p><b>clean</b> 53:22</p> <p><b>clear</b> 8:20 57:12 59:6 63:10, 18, 19 64:23</p> <p><b>clearly</b> 7:23</p> <p><b>CLECO</b> 63:5</p> <p><b>Cleveland</b> 3:9</p> <p><b>close</b> 53:16 67:7</p> <p><b>closely</b> 23:9</p> <p><b>COBB</b> 79:3 80:4</p> <p><b>co-founders</b> 11:25 77:1</p> <p><b>cold</b> 43:17 65:6</p> <p><b>colleagues</b> 29:4</p> <p><b>collective</b> 20:23</p> <p><b>collectively</b> 28:10</p> <p><b>come</b> 11:9 14:12 21:2 31:18 34:21 36:18 39:25 55:10 61:12 64:21 70:19 71:8 73:25 76:6</p> <p><b>comes</b> 17:15 43:12 71:25 72:7 75:2</p> <p><b>comfort</b> 61:24</p> <p><b>coming</b> 25:18 27:20 29:17</p> <p><b>Commencing</b> 1:15</p> <p><b>comments</b> 29:24, 25</p> <p><b>commercial</b> 44:11</p> <p><b>commission</b> 80:24</p> <p><b>commitment</b> 17:18</p> <p><b>commitments</b> 66:10</p> <p><b>committee</b> 27:22 44:1 46:23 54:24</p> <p><b>committees</b> 27:21</p> <p><b>committing</b> 15:22</p> <p><b>common</b> 27:9</p> <p><b>communicate</b> 29:23</p> <p><b>communicated</b> 26:7 44:22 63:22 71:14</p> <p><b>communicating</b> 46:6</p> <p><b>communication</b> 27:2 28:11 32:14, 17 33:13, 14 41:22 43:24 46:16 50:2 54:17, 23 55:14 56:22 57:18 59:17, 18 64:9</p> <p><b>communications</b> 12:15, 17, 24 13:20 33:16</p>	<p>39:16, 21 41:4 43:19 44:2, 15, 18 45:13 48:15 50:14, 19 56:15, 19 57:7, 17 58:19 59:13, 16 60:18 63:17</p> <p><b>companies</b> 21:17 23:12, 13 28:6 42:25 43:1 50:11 60:5, 7 62:25 65:8, 11 72:22 73:1</p> <p><b>company</b> 21:8, 9 28:3 29:17 30:14 37:11 45:8 49:14 57:14 63:5 71:23 74:10, 16, 20 76:10, 25</p> <p><b>comparable</b> 19:22</p> <p><b>competitors</b> 31:24 32:4 73:19 74:1</p> <p><b>complaint</b> 6:6 7:5, 15 8:10 10:20, 21 11:17 13:7, 10, 25 14:13 33:3 43:4 55:21 60:8 68:25 77:6, 7, 9, 10, 11, 12</p> <p><b>complete</b> 61:5</p> <p><b>compliant</b> 33:24</p> <p><b>component</b> 17:14 20:2, 5, 9 24:12</p> <p><b>compounded</b> 53:21</p> <p><b>comprehensive</b> 67:2</p> <p><b>computation</b> 66:20</p> <p><b>Con</b> 28:24 29:12 50:25 51:2</p> <p><b>concept</b> 69:8, 10</p> <p><b>concerning</b> 9:7 41:5</p> <p><b>concluded</b> 78:3</p> <p><b>conclusion</b> 52:19</p> <p><b>conditions</b> 53:10</p> <p><b>conduct</b> 47:12 53:18 54:1 60:4</p> <p><b>conference</b> 37:23 38:25 39:1 40:1, 8</p> <p><b>conferences</b> 41:20, 21</p> <p><b>confidential</b> 46:21 47:1 56:17, 18</p> <p><b>configuration</b> 17:12</p> <p><b>conflicting</b> 48:9</p> <p><b>connect</b> 32:1</p> <p><b>connected</b> 25:20 61:15 26:15, 17</p> <p><b>consider</b> 54:19</p> <p><b>considered</b> 36:11</p> <p><b>considering</b> 65:18</p> <p><b>Consolidated</b> 28:25</p> <p><b>consulting</b> 15:21 17:2 20:5, 22, 23 21:5, 13 22:16 53:16, 20 69:2, 20</p> <p><b>contact</b> 34:20</p> <p><b>contacted</b> 79:3</p> <p><b>contained</b> 77:6, 12</p> <p><b>contents</b> 49:19, 22</p> <p><b>context</b> 69:17 70:1</p>
--	---	---	---

continue 14:5 38:17  
41:19 53:2, 12 57:9  
71:1, 12, 22  
continued 50:23  
continues 14:14 72:8  
contract 14:2, 23 15:4, 6  
17:5, 10, 15, 17, 22 18:13,  
14 19:1 21:18, 22, 23  
34:15, 18 35:10, 14, 16  
63:16 69:20 79:3  
contracted 36:10  
contracting 35:10  
contractor 34:16  
contracts 11:19 15:9, 11,  
21 21:25 22:5, 17  
contractual 17:8  
contrary 72:22  
contribute 67:25  
controls 19:10, 15  
conversation 28:14  
34:11 35:4 36:13 38:1,  
10, 14, 16 39:9, 14 40:15,  
19 41:24 42:1, 5 50:3  
58:2 71:24, 25  
conversations 28:24  
29:3, 12 31:6, 14, 15, 23  
34:8 37:1 38:9 59:10  
60:2 61:8 64:18  
coordination 11:25  
Copilot 18:20, 25 19:13  
51:19, 20, 23, 25 52:9, 11,  
12 69:14, 17, 20 70:2  
copy 77:24  
core 16:18 74:8 75:2  
corporate 44:25 72:16  
correct 7:5 10:5, 6, 23  
12:3 18:17 24:17 25:1  
41:3 50:19 51:1, 3, 18,  
21 63:14 65:1, 14, 21  
80:4  
corrective 57:23  
cost 17:23  
costs 20:16  
Council 79:3  
counsel 4:19 5:21, 23  
7:16 8:5 11:7 44:17  
79:3  
counterclaims 59:19, 21,  
23 64:5 76:17, 18, 20  
COUNTY 79:3 80:4  
couple 24:18 28:12  
34:12 35:6 39:24 40:16  
73:17  
course 6:14 7:6 12:9  
22:5 27:1, 16 33:2 36:3  
40:22 43:18 44:14  
45:14 54:24 58:15, 17  
59:23 64:5 71:18 74:23  
75:4, 10 76:25  
COURT 1:1, 21 3:17  
4:9, 19, 21 11:14 34:25

56:2, 8, 10, 18 77:20, 23  
78:1 79:3  
court's 57:5  
cover 79:3  
created 21:16 71:10  
current 31:11 52:10  
67:18 68:6 70:1, 8  
71:14  
currently 68:10  
customary 79:3  
customer 11:12 15:8  
17:24 20:15, 20 32:20  
37:7 42:10 48:4, 6, 7, 16,  
17, 22 50:20, 25 64:12,  
24 70:17  
customers 13:24, 25  
14:3, 6, 10, 12, 17 15:18  
16:1, 17, 18, 20 22:17  
24:25 25:13, 21, 22  
26:10, 23 27:4, 9, 12, 14,  
18 28:20 33:1, 3, 10, 16,  
22, 25 34:4, 13 36:14, 15  
42:7, 12 46:4 47:23  
48:3, 12, 13 49:5, 8, 23  
50:1, 6 57:8 59:7 62:17,  
21 63:12, 14, 20 64:1, 18,  
19 65:2, 4, 19, 24 68:23  
69:12 76:11  
customer's 16:2  
cutting 22:12

## &lt; D &gt;

damage 48:7, 23 57:22  
76:12  
damaged 43:6 44:12  
47:24 48:14 73:12  
damages 5:16, 17 7:6  
10:22 13:14 45:3, 4, 21  
56:12 60:16 61:18  
62:15 68:24 69:3 73:8  
74:6 75:6 76:8, 9, 14, 22  
Daniel 11:25 12:5 35:9  
37:5  
date 4:3 67:3 68:17, 20  
79:3  
day 46:18, 19, 22 80:4,  
25  
days 31:5  
deal 53:17, 20  
dealing 62:5  
deals 25:24  
Debbie 1:13 4:9 79:24  
80:24  
decide 71:11  
decided 71:21 76:23  
decision 30:25 70:13  
71:8  
decision-makers 55:9  
decisions 72:24, 25  
deep 23:21 36:24

DEFENDANT 3:5 4:15  
Defendants 1:7  
defer 7:16 72:23 73:5  
deferred 18:4 19:12  
49:15 52:15 66:19  
definitely 59:2  
delay 75:14  
deliver 54:4  
delivering 21:12  
demo 39:23 41:7, 8, 9,  
25 43:12 66:24 70:18,  
19  
demonstrate 50:3 69:8,  
15, 21 70:7  
demonstrated 69:24  
demonstrates 33:17  
demonstration 40:4  
70:10  
demos 70:17  
deploy 70:24  
DEPOSITION 1:9 4:5,  
6 5:6, 20, 22 6:9, 10  
8:24 9:19 10:2, 3, 8  
33:23 62:9 72:11, 13, 19  
78:3 79:3  
depositions 72:15  
depreciation 15:23 18:4  
52:14  
describe 26:21  
described 39:17 43:1  
60:14  
describing 24:13, 16  
34:23  
DESIGNATED 1:11  
5:15  
designed 66:15  
desist 36:1  
despite 8:22 50:23  
determination 15:13  
determine 20:11 25:6  
develop 15:17 25:17  
developed 23:21 64:7  
66:12, 16  
developing 15:7  
dialogue 28:18  
dictated 54:7  
Diego 63:2  
differed 21:8  
different 48:19 50:14  
52:12 58:12 71:24  
dinner 40:8  
direct 11:20  
direction 7:21 8:8 9:11  
80:4  
directly 29:10 34:18  
35:9  
director 34:19, 22, 24  
41:24 42:1  
disagree 9:18  
disappear 44:4

disappeared 31:22 64:8  
disclose 12:14, 23  
disclosure 3:18 79:1, 3  
discount 79:3  
discovery 6:12, 16 9:25  
26:4 30:3 43:18 45:10  
48:25 58:6, 10, 18 60:21  
70:17  
discretion 57:5  
discuss 9:13  
discussed 20:8 22:15  
43:4 66:1, 8 73:9  
discussing 9:24  
discussions 8:4 13:18  
28:20  
dispute 24:7 31:20  
34:17 35:20, 24, 25  
37:16, 25 38:3, 15 39:6  
40:21, 22 41:12, 14 47:7  
48:20 51:25 53:1 55:11  
61:14 64:5 65:7 72:8  
73:17 75:24 76:23  
disregard 58:3  
DISTRICT 1:1  
DIVISION 1:2  
document 8:13 9:11  
74:10, 18  
documents 6:5, 7, 9, 16,  
18 10:1 30:6 46:11  
49:2 77:13  
doing 14:8 34:14 44:14  
48:22 49:24 52:4 56:4  
57:10  
dollars 67:9, 13  
Donna 40:6  
Donna's 40:23  
door 16:7 72:5  
dots 32:1  
dozens 46:6 48:24 55:8  
dried 32:2 54:15 61:10,  
22  
due 33:19  
duly 4:25

## &lt; E &gt;

earlier 24:16 36:8 50:15  
earliest 74:10 75:20  
early 31:5 37:21 41:14  
42:5  
easily 32:1  
Ed 28:25 29:12 50:25  
51:2  
Edison 23:10 28:25  
EEI 27:20 39:3 43:25  
46:23 54:23 55:15  
58:19 59:18  
effect 33:17 34:9 37:24  
40:16  
effectively 35:16  
efforts 73:14



either 8:3 16:16 25:24  
42:19 56:3 67:12 77:11,  
13  
electric 23:6, 10, 20  
30:14 54:25 63:5, 6  
electronic 77:24  
email 46:22 55:15  
employee 34:19, 23  
36:23  
employees 37:5, 17, 18  
38:21, 22 44:21 45:8, 9  
74:17 77:1  
ended 16:23 24:22  
31:24  
Energies 28:25  
Energy 63:5  
engage 37:6 38:4  
engagement 38:19, 21  
51:8, 9 70:2  
enormous 75:15  
enterprise 23:18 72:25  
entire 24:11 46:24  
54:24 59:20  
entitled 7:24 8:15  
10:22 45:5  
entry 53:10  
equivalent 31:16  
escalation 16:16 22:6  
ESQUIRE 3:3, 5  
essentially 56:2  
estimate 68:24  
evaluate 70:15 72:6  
evaporated 27:14  
eventual 75:13  
eventually 55:14  
everybody 44:6  
evidence 46:20 55:16  
80:4  
exact 37:15  
exactly 17:6 19:2, 23  
38:14  
EXAMINATION 5:2  
examined 4:25  
example 15:20 17:16  
21:9 27:7 32:20 43:11  
65:9 66:19 74:2  
examples 29:9 42:25  
49:4 60:10 62:14  
exception 65:5 67:16  
excess 24:10 67:6  
excluded 23:16  
execute 66:9  
executives 43:19 75:7  
Exelon 43:12, 13, 20, 23,  
25 44:5 46:16  
Exelon's 43:24  
exhaustive 28:13 44:24  
60:2  
exhaustively 5:8  
exhibits 2:6  
exist 30:9

existing 14:23 17:8  
66:11 71:9, 12  
expand 31:12, 19 42:19  
66:16 73:13 74:7, 12  
expectation 29:20  
expenses 67:7, 25 68:4  
75:4  
expensive 66:6  
experience 20:23 26:14  
44:21  
experienced 66:6  
expert 60:17  
expertise 74:24  
experts 44:7 58:15 59:3  
61:3 74:5  
expires 80:24  
expressed 47:8  
extent 41:22 42:17  
45:12 50:16 56:23  
72:21  
extrapolated 17:3  
eyes 44:16

## &lt; F &gt;

fact 8:22 33:15 50:14  
56:21  
factor 68:3  
factors 72:9 73:1  
facts 6:1 11:18 13:18  
32:6 40:13 45:2  
fair 5:12 29:25 59:9  
fairness 52:3  
fall 18:21  
familiar 57:3  
families 77:3  
far 16:20  
FAZIO 2:2 3:5 4:14,  
23 5:3 7:17, 22 8:9, 20  
9:6, 17, 22 12:16, 19  
13:3, 11 35:3 47:15, 21  
61:25 62:4, 11 78:1, 2  
fee 51:22  
feedback 43:15  
feel 26:12 56:11 57:15  
68:5  
feelings 26:21 29:8  
feet 43:17  
felt 24:9 26:1, 13 27:1  
35:13  
FILE 1:5  
filing 40:12  
final 23:19  
financial 13:12, 13 79:3  
find 8:11 28:17  
fine 61:25 62:5 77:25  
78:2  
finish 36:9  
finished 30:15  
Firm 4:17 13:6

first 4:25 10:21 14:18  
25:10 33:12 35:8 63:5  
66:22  
five 61:23 76:2, 4  
five-year 75:21  
fixed 15:23  
flow 67:21  
focus 20:25 76:7  
focused 55:3  
folks 54:20 60:12 72:21  
follow 17:6  
followed 46:8 50:14  
following 79:3  
follows 5:1  
follow-up 41:9, 16  
follow-ups 43:16  
foot 16:7  
forecasts 6:11, 15, 18  
9:25  
foreclosed 47:11  
foregoing 80:4  
forever 39:12  
form 32:8 47:13, 16  
49:3  
formal 37:11  
formalize 37:13 38:23  
forth 16:22  
forward 16:13 30:21, 23  
31:1 53:1 76:18  
forwarded 55:11, 13  
founders 74:16  
founding 74:10, 20  
four 14:9, 12 15:10, 17  
21:17 22:17 23:9 24:24  
25:22 33:2, 6, 15, 21  
34:13 43:3  
frame 12:4  
freezing 33:18  
fresh 34:11  
front 14:24 68:21  
froze 27:14  
frozen 24:6 54:6  
full 6:5 31:21  
functionality 66:18  
further 56:21  
Furthermore 33:13  
43:25  
future 57:16 72:6

## &lt; G &gt;

Gabriel 36:24 37:9, 10,  
20  
gain 69:12  
gas 23:6, 11, 20  
gears 55:20  
general 29:25 30:8 47:6  
generally 28:5  
generate 54:15  
Genora 40:24  
G-E-N-O-R-A 41:1

GEORGIA 1:1 3:4  
79:2, 3 80:3  
getting 25:25 38:22  
69:19  
give 8:2 28:2, 8 29:9,  
19 30:1 32:20, 24 36:14  
43:11 46:12  
given 21:10 49:9 60:9  
79:3 80:4  
go 5:8 30:6 31:1 32:25  
33:3 34:4 36:13 39:12  
51:7 52:8 57:21 62:19  
73:1 74:1  
goal 16:8 74:11  
goes 9:19  
going 6:6 9:3, 7 15:14  
16:13, 19 19:25 21:19  
28:12 29:15 31:24  
32:21 34:16 43:10 44:7,  
9, 10 45:2, 4 50:4 56:8  
61:1, 2, 17, 21, 22 62:6  
71:21 74:4 75:5 77:18,  
20  
Good 5:4, 5 9:21 26:1  
43:15  
gotten 67:10  
grateful 50:22  
grew 65:6  
ground 5:7  
group 55:12 65:17  
groups 33:10  
grow 16:9 73:13, 24  
75:14  
growth 68:5 75:14  
76:10  
guess 57:3 75:22, 23  
guys 7:19 8:3, 9 46:10

< H >  
half 61:23  
hanging 62:2, 3  
happen 35:4  
happened 38:9 40:9  
46:18  
happening 29:5 38:21  
happens 33:12  
happy 9:13, 14  
hard 7:1  
harm 74:15 75:1, 3  
76:17, 25  
harmed 73:23  
head 37:2 43:19, 25  
46:23 54:23  
hear 7:1 8:17 44:7  
74:4  
hearing 80:4  
help 10:24 11:3 22:12  
26:11 35:12 37:10  
44:14 56:18 76:6  
helpful 56:23

**Hennings** 1:13 4:10  
79:24 80:24  
**Hey** 7:17 16:11 23:23  
28:15, 21 29:14 46:9  
61:13  
**Hills** 36:17 39:20, 21, 22,  
23 41:8  
**hire** 32:8  
**hired** 36:23, 25 37:20  
74:23  
**hiring** 66:5 74:22  
**history** 28:10  
**hole** 52:7  
**hopeful** 39:11 72:7  
**hoping** 70:20  
**horizon** 24:4 26:1  
**hour** 5:22 61:22  
**huge** 75:3  
**hundred** 42:14

## &lt; I &gt;

**identified** 33:9, 23, 24  
43:3 60:8, 13  
**identify** 4:11 33:25  
34:3 42:12 46:3 47:4, 9  
48:3 70:18  
**impact** 24:8 57:7 75:8,  
15  
**impacted** 11:19 13:24  
60:3  
**impacting** 68:8  
**impacts** 42:4  
**implement** 70:25  
**implementation** 17:11  
**implementing** 18:21  
25:25  
**important** 68:6 69:11  
74:14  
**impression** 27:3 29:7, 19  
**inability** 41:5 48:6  
53:15, 19 54:6 59:12  
68:1 73:24 74:7, 13  
75:14  
**incentivize** 20:20  
**include** 13:25 15:14  
16:16 24:11  
**included** 14:2, 4, 10  
16:4 17:12, 15 18:7  
19:11, 12, 13, 14 20:1, 4  
21:7 23:4, 5 67:11  
68:25 75:9  
**includes** 14:17 27:25  
28:15 69:23  
**including** 1:21 18:15  
**incorporate** 58:14  
**incorporates** 40:22  
**incorrect** 77:7, 14  
**increase** 68:2  
**incremental** 66:18  
**incurred** 67:14, 17 76:8

**independently** 9:1 23:6  
**indicate** 16:6  
**indicated** 35:14  
**indication** 64:13  
**individual** 16:1 21:25  
75:7  
**individually** 76:20  
**individuals** 28:7, 24  
31:22 37:8 42:3 47:10  
54:25 55:8 72:1 73:25  
74:23 77:2  
**industries** 23:5 66:22  
**industry** 16:24, 25 20:25  
26:5 28:5, 15 29:2 30:8  
33:9 37:22 46:14, 24  
54:25 55:3, 4, 5, 12  
58:19 59:24 64:4 65:25  
66:3, 7 72:2 74:25  
**industrywide** 47:6  
**influence** 14:6  
**information** 13:2 21:20  
45:6, 7 46:21 47:1  
55:17 56:17 58:25  
59:25 63:22  
**inhibited** 76:10  
**in-house** 8:5 44:17  
**initial** 15:7 17:17, 22  
21:18, 22 24:24 41:25  
51:14 70:17 75:20  
**initially** 24:14  
**initiated** 37:1  
**injunction** 55:22, 23, 24  
56:1, 9  
**injunctive** 57:1  
**innovation** 24:1  
**instance** 54:11  
**instances** 46:12 64:16  
**instructed** 12:20, 25  
**intend** 45:24 60:15  
**intended** 50:7  
**intends** 45:20 65:24  
73:8  
**intention** 76:1, 3  
**intentionally** 33:14  
**interested** 26:24 27:13  
71:5  
**interfere** 44:11  
**interfered** 11:11 18:4,  
22 45:24 47:24 59:9, 16  
63:13  
**interference** 11:20 19:9  
22:18 25:12 27:12 32:2  
33:12 51:14 54:2, 5, 10,  
11, 13, 16 64:2, 8, 19  
65:7 74:14 75:24  
**internally** 6:13  
**interpreted** 49:21  
**interrogatories** 33:24  
**interrogatory** 60:8  
**interrupt** 28:1 49:16

62:1  
**interrupted** 10:17  
**intimately** 57:3  
**invest** 71:11  
**invested** 70:13 71:22  
**investment** 66:5 75:13  
**investor** 66:13 76:5  
**invite** 71:16  
**invoiced** 67:12  
**invoices** 67:11, 19  
**involved** 12:6 57:11  
**involves** 51:11  
**issue** 13:24 48:21 53:6  
**issues** 56:10  
**item** 55:10  
**items** 68:7  
**its** 10:20, 21 71:9 79:3  
  
< J >  
**Jersey** 63:4  
**Jimmy** 72:2  
**jmayer@robbsfirm.com**  
3:5  
**Job** 1:25  
**JOSHUA** 3:3 4:17 7:17  
**judicial** 11:14 79:3  
**July** 67:7  
**jump** 10:19 42:4  
**June** 12:3 37:22 38:10,  
14, 25 67:5  
**jut** 51:13

## &lt; K &gt;

**keep** 15:22 26:17 43:10  
**kept** 16:10 37:8 56:17  
**Key** 3:8  
**kind** 15:21, 22 16:7, 10,  
16, 17 17:2 19:4 23:4  
24:5 32:13, 17 38:2  
43:17 55:12 56:21, 22  
69:9  
**Kleczynski** 46:16  
**knew** 40:12  
**know** 5:7, 10 7:12  
14:25 15:19 16:6, 7  
17:2 19:23 28:23 29:5  
30:13, 25 31:12, 20 32:6  
33:5 38:15 39:11 40:11  
44:6, 8, 20 45:5, 25  
46:18 47:6 49:10 50:17  
51:4, 6 57:10 59:21  
60:7, 13, 23, 24 61:18  
62:4, 16 63:9, 24 64:3, 4  
67:10 73:3 74:4, 6  
76:17, 22  
**knowable** 45:18, 19 60:6,  
19  
**knowledge** 45:8  
**known** 11:18 45:17, 19  
60:6, 19

## &lt; L &gt;

**lack** 56:20  
**laid** 74:11  
**land** 31:10  
**lane** 43:10  
**LANTUCKH** 79:3  
**LANTUKH** 1:11 2:2  
4:6, 24 5:4 62:12  
**largely** 20:22 65:6  
**larger** 13:9  
**launch** 61:21  
**layer** 14:16  
**lead** 31:18  
**leader** 72:3  
**leaders** 58:19 59:19  
73:22  
**leadership** 44:1  
**leading** 31:25  
**leads** 44:3 54:15 61:10,  
21  
**learned** 27:16 58:5, 10,  
15, 17, 19, 23  
**leave** 57:4  
**left** 38:17  
**legal** 8:2 48:20, 21 57:4,  
13  
**letter** 36:1 48:4, 17  
49:3, 13, 18, 19, 22, 24  
54:19 55:1 58:4, 18  
59:18 61:10 62:22  
63:24 65:3  
**letters** 46:6 48:11, 12  
49:1, 7 50:12, 16 51:5  
60:6, 12 63:21 64:3  
**level** 34:19, 22 76:6  
**level-two** 24:6  
**leverage** 74:21  
**Liberty** 14:1, 9, 21 15:2  
17:5 19:24, 25 20:2, 5  
21:9 72:16  
**license** 18:2, 19, 25  
19:25 51:22 52:21  
53:24  
**licensed** 69:15  
**licenses** 21:6, 19  
**licensing** 51:11, 20 69:1,  
20 71:5  
**light** 51:24 53:1 73:17  
**limited** 29:3 46:13, 14  
51:2, 17 60:25  
**Lindsey's** 72:11  
**line** 41:14 61:14  
**lines** 69:11  
**list** 13:23 28:12 32:24  
34:8, 22 36:13, 14 44:24  
49:5 59:1, 15 60:3 61:5  
62:19 64:10, 11, 18  
**listed** 64:22 65:9



litigation 7:4, 13 24:8  
40:10 60:13 66:10 67:4,  
25 68:4 75:4 79:3  
little 6:25 16:22 22:13  
26:18 55:20 64:11 74:8  
Littlefield 3:3  
LLC 3:3  
LLP 4:15  
locked 53:7  
long 16:20 57:21  
longer 26:18  
long-term 66:2  
look 6:9, 19 58:11  
looked 6:1, 7, 11, 15, 22  
7:3, 10 10:1 22:2 25:9  
68:13  
looking 25:3 65:22  
looks 65:19  
loss 67:22, 24 68:6, 8, 10,  
12 69:1, 2, 7, 9  
losses 68:15  
lost 11:20 42:5 54:12  
63:17 68:22 69:25  
75:11  
lot 25:23 28:20 36:3  
73:1, 2  
Lou 35:8, 10  
Louisiana 63:5  
love 75:5  
lower 16:5 17:23  
LUCASYS 1:3, 10 4:2,  
18 5:15, 16 10:20 11:11,  
25 19:7, 11, 12, 13, 14  
23:21 26:8 27:6, 10  
30:3 31:5, 8, 11 32:16,  
21 34:1, 16, 18 35:11, 14,  
15, 16, 19, 22, 25 36:4, 5,  
25 37:5 42:11 43:2, 12  
44:9, 16, 21 45:1, 8, 9, 18,  
20 46:7, 20, 25 47:5, 10,  
23, 24 48:6, 7, 14, 18, 21,  
23 49:9, 25 50:20 51:8,  
22 53:15, 17, 23 55:22  
56:7, 8 58:13 59:9, 11,  
15, 21, 22 60:20, 23 61:2  
62:14 63:11, 15 64:14  
65:18, 24 66:7, 12 67:3,  
20 69:3 70:24 72:6  
73:8, 14 74:16, 17 75:8  
76:19 77:5, 13, 14  
Lucasys's 44:7 45:2, 25  
52:20 54:1 69:15 70:8,  
22  
Luis 10:16

## &lt; M &gt;

magnitude 68:9  
maintained 41:22  
maintenance 71:8  
making 36:13 55:16

58:20, 23 69:13  
managers 40:2  
manner 35:17  
marked 2:6  
market 14:16 20:24  
24:1, 2, 4, 7, 11 25:4  
26:2, 14, 23 27:24 29:8,  
15, 21 33:18 42:23 53:9,  
10 54:6, 17 55:18 59:20  
64:9, 20  
marketplace 27:6, 17  
markets 14:15  
market's 54:7  
material 48:25  
materialized 43:16  
materials 45:10, 11  
matter 4:2  
MAYES 3:3 4:17, 22  
7:20 8:1, 17 9:1, 9, 21  
10:4, 11 12:13, 22 47:13,  
16 61:20 62:1 77:17, 21,  
22, 25  
May's 72:13  
mean 8:1, 14 9:17  
13:17 21:3 27:2 35:25  
44:6 50:10 74:4  
meaning 15:19 37:16,  
25 41:12  
mechanically 23:1  
meet 42:8, 10, 17 70:3, 5  
71:2  
meeting 5:23 10:11  
26:13 39:3 40:3  
meetings 10:7  
Melissa 37:4, 12, 13, 23  
38:25  
Melissa's 38:5, 7  
members 23:10, 14, 16  
55:12 65:14  
memo 8:1  
memory 5:25 20:6  
43:10 44:21  
mentioned 6:8 20:13  
41:2  
merit 56:20  
met 5:21 10:4, 5 40:1  
million 8:10 9:8 10:22,  
23 11:1, 4, 5 13:15  
14:12, 18 24:10, 15, 19,  
23, 24 51:8, 9 58:6, 9  
67:6, 8  
mind 34:11 36:18  
43:12 52:16 57:25 72:1  
minimize 33:8  
minimum 57:9  
minute 6:21 9:24 16:20  
34:22  
minutes 61:23  
misappropriate 59:22  
misappropriated 43:21

46:20, 25  
misappropriation 58:20  
misconstrue 48:21  
model 22:3 66:7 68:24  
69:10 70:9 75:2  
modeling 19:10, 12  
moment 7:2 36:19  
39:19 63:8  
month 67:11, 16 68:12,  
13, 16  
monthly 67:6 68:15  
months 25:11 70:7  
month's 67:11  
morning 5:21  
move 30:21, 22 31:21  
34:21 47:2 76:18  
moving 53:1  
multiple 47:8 48:8  
53:22  
multiplied 22:4, 9, 11, 21

## &lt; N &gt;

name 4:8 10:15 28:2  
34:25 36:23 38:5, 7  
40:6, 23 76:19  
named 13:25  
names 34:4  
name's 37:3  
narrow 27:11 64:10  
Nashville 39:2, 3 40:8  
nature 55:18  
NAWC 23:12 65:15  
necessarily 60:21 63:23  
73:5  
necessary 57:15, 19  
62:19  
need 9:20 28:15, 16  
31:9 37:13 41:11, 14  
42:15 52:8 56:10 70:10  
needed 31:12 35:12  
needs 26:13 29:15 42:8,  
10, 13, 16 57:8, 24, 25  
58:1, 3 72:2  
net 67:22, 24 68:6, 8, 10,  
12  
never 38:20 54:18  
57:25  
new 20:3 34:14 36:11  
37:7 39:24 63:4 69:12  
70:25 71:11 72:2  
NextEra 14:1, 9, 20 15:2  
17:5 18:18, 19 19:1  
20:8 72:13  
NextEra's 18:20  
nine 19:1  
no-go 43:24  
non-regulated 66:22  
67:1  
nonresponsive 47:3  
North 14:15 23:7, 12

NORTHERN 1:1  
Notice 5:22 6:8  
Noticing 4:13  
Nova 19:14 43:12  
NSAs 25:23  
number 8:12, 14 13:15  
14:12, 25 15:1 17:12, 17,  
23, 24 19:3, 5 22:2, 4, 9,  
11, 14, 21, 22 24:10, 22  
61:9 68:11, 17, 20  
numbers 12:10 17:21  
19:21  
NW 3:4

## &lt; O &gt;

O.C.G.A 3:16 79:3  
object 12:22 47:13  
objected 47:16  
objection 4:20, 22, 23  
12:13 49:8  
obviously 9:17 45:16  
October 36:1  
offering 51:17  
offers 73:17, 18  
offhand 36:18  
offices 79:3  
offline 8:18 9:20  
Ohio 3:9  
Okay 5:19 6:21 7:12  
8:17, 20 9:17, 21 10:7,  
10, 13, 24 11:3 12:11  
13:12 17:4, 25 18:13  
19:6, 16 20:11 22:10, 19,  
25 24:14, 18 25:2 32:24  
35:4, 7 37:12 41:10  
43:9, 11 44:5 56:7 62:1,  
23 63:18 74:3  
on-call 20:25  
once 24:11 25:20 33:8  
ones 23:15 46:1 48:1  
60:11, 14, 15 61:18  
62:20 63:8, 10, 24 64:22,  
23 71:18  
one-time 17:10  
ongoing 13:17 17:17  
20:2, 4, 8, 12 21:5, 23  
27:23 28:11, 18  
open 44:3 72:5  
operating 67:22  
operations 30:13, 17  
65:22  
operator 4:8  
opinion 32:5  
opportunities 11:19  
31:21 44:4 47:10 64:6  
68:23  
opportunity 20:17 27:11  
32:2 37:6 38:20 43:23  
50:5 54:11 63:11, 13, 15  
64:21 65:6 66:24 69:21,

24 70:7 71:16 72:10  
**options** 28:16  
**order** 51:24 56:2, 18  
 57:16 60:25  
**organization** 44:17  
**organizations** 23:8, 15, 16  
**original** 58:7 77:5, 9, 11  
**originally** 52:13, 14  
**ought** 46:7 48:5  
**outlines** 8:13  
**Outside** 26:3 27:17  
 29:5 33:15 35:16 55:2  
 56:12 65:24 66:2, 13  
 74:7, 9, 12 75:13  
**overall** 16:2, 14 24:8  
**overnight** 27:15  
**owned** 23:13 66:13

# < P >

**p m** 1:15 4:4 62:7, 8, 9,  
 10 77:19 78:3  
**package** 20:18  
**pages** 80:4  
**paid** 67:3, 9, 13, 17  
**Part** 8:10 13:9, 14  
 15:10 26:19 31:18  
 50:17 51:11  
**participate** 10:11  
**participated** 10:13  
**particular** 13:1 15:23  
 16:10 65:5 68:16 71:9  
**particularly** 45:10  
**parties** 1:21 4:12 49:21  
 79:3  
**party** 4:12 49:13 56:3,  
 4 79:3  
**pass** 64:21  
**passed** 55:11 59:24  
**pattern** 50:14  
**Patton** 3:8 4:14 79:3  
**Paul** 3:10 4:8  
**pay** 71:12  
**penetrate** 24:2 26:2  
 69:9  
**penetration** 24:4 25:3, 7  
 26:15  
**people** 30:7 31:17 47:4  
 54:18, 19 58:23 73:2, 21  
**percent** 24:4 25:7  
 26:14 42:14  
**perception** 47:7  
**perceptiveness** 54:7  
**perform** 66:20  
**performed** 11:6  
**period** 11:13 13:17  
 16:23 17:1 23:25 25:8,  
 14, 16, 22 54:16  
**perpetual** 76:21  
**perpetuity** 17:19  
**person** 28:3 31:16 44:9

**personally** 26:8 28:23  
 31:15  
**perspective** 57:14  
**PG&E** 62:25  
**phone** 50:15  
**piece** 53:24  
**pinpoints** 70:18  
**pipeline** 27:13 30:3, 10,  
 12, 16 32:7, 15, 18 75:3  
**place** 71:8  
**Plaintiff** 1:4 3:2  
**plan** 52:10  
**planning** 9:12 75:18  
**players** 29:20  
**plays** 41:12, 15  
**please** 5:10  
**point** 9:13 14:22 44:8  
 55:11 64:21 71:13  
**polls** 27:23  
**poor** 71:10  
**position** 8:17, 25 9:6  
 47:5 56:16 68:8 70:22  
 72:22  
**positive** 67:21  
**possible** 25:4 52:16, 18,  
 22, 25  
**possibly** 67:16  
**potential** 36:14 37:7  
 57:8 59:11 65:18  
**potentially** 57:17  
**Power** 63:6  
**POWERPLAN** 1:6 4:2,  
 16 11:10 18:22 24:7  
 25:11 26:9 30:4 31:2,  
 22 32:9, 10, 22 33:13  
 34:1 36:2, 6, 16 39:7  
 40:20, 22 43:2, 7, 19, 20  
 44:10 45:23, 24 46:5, 14,  
 20 47:1, 24 48:5, 17  
 49:8 50:2 53:12 54:23  
 55:16 56:11, 15, 19 59:9  
 62:15, 22 63:12, 23  
 64:14, 25 70:13 71:14,  
 22 75:6 76:23 77:14  
**PowerPlan's** 11:20 14:6  
 19:9 27:11, 17 32:2  
 33:17 47:12 48:15  
 49:10 50:23 52:19, 22  
 53:2, 4, 9, 18 54:1, 2, 5, 9,  
 10, 12, 16 57:24 59:13,  
 16 60:3 63:17 64:2, 8, 9,  
 19 65:7 74:13 77:3  
**practices** 31:25  
**prebuilt** 42:14  
**precisely** 19:2, 18 20:6  
**precluded** 35:13  
**preferred** 52:19, 22  
**premised** 14:8  
**preparation** 6:10 8:24  
 9:5 10:1, 7 11:16 13:10

**prepare** 5:19, 24 8:15  
 12:12  
**prepared** 8:7 9:11 45:5,  
 7  
**preparing** 13:22  
**PRESENT** 3:10  
**presented** 70:3, 5  
**pretty** 6:4  
**prevent** 48:22  
**preventing** 57:16  
**previous** 5:6 40:2 58:4  
**price** 51:25  
**priced** 20:18 52:1  
**pricing** 16:4 52:4  
**primarily** 55:7 65:22  
**primary** 11:24 21:13  
 68:2  
**printout** 7:10  
**prior** 25:11 27:11  
 28:19 33:23 35:6 40:16  
 54:2 64:2  
**privately** 23:13  
**privilege** 7:19  
**privileged** 50:7  
**privy** 44:15 60:22  
**probably** 16:5 67:7  
 68:16  
**problem** 17:19 20:16  
 28:17 30:8 31:7  
**problem-solving** 20:15  
**proceeding** 4:13 5:16  
 22:8  
**process** 11:9, 15 25:25  
 43:18 55:9 57:4 58:18  
 60:14 69:18, 19  
**processes** 70:4  
**produced** 6:16 7:13, 18,  
 20 8:2, 19 9:12, 25  
**product** 7:15, 21 8:21  
 19:12, 13, 14 26:25  
 27:19 28:21 29:11, 15,  
 16, 18 52:19, 20, 23 53:7,  
 12 69:14  
**products** 18:2, 5, 7, 8, 18  
 19:11, 25 27:6 42:20  
 53:2, 4 66:12, 17 69:16,  
 22 70:8 72:6  
**profits** 75:11  
**program** 16:8  
**prohibited** 79:3  
**prohibiting** 56:3, 4  
**project** 18:3 71:2  
**project-based** 21:1  
**projection** 75:21  
**projections** 6:13 75:17  
**proof** 56:16 69:8, 10  
**property** 31:10, 16  
 34:24 35:12 73:15  
 74:12

**proposal** 19:8, 10 30:2,  
 20, 21, 23 31:1, 4, 5 42:7,  
 9 63:16, 21 69:13, 17  
**proposals** 36:11 61:9  
**propose** 38:20 42:13  
 51:16 53:20  
**proposed** 15:10 21:10  
 52:13, 14 71:19  
**protection** 8:21  
**protective** 60:25  
**provide** 21:14 41:6  
 45:5, 7 70:9, 10 79:3  
**provided** 39:22 49:9  
 61:3  
**providers** 53:11  
**provides** 49:14  
**providing** 20:23  
**Public** 3:9 76:19  
**publicly** 40:12, 14  
**pulled** 23:7  
**punitive** 75:5  
**purchased** 19:7  
**purchasing** 26:24  
**purpose** 66:16  
**pursuant** 1:12 3:16  
 79:3  
**pursue** 61:13  
**put** 11:17, 24 15:3 23:1  
 48:18

# < Q >

**qualify** 21:21  
**question** 5:9 8:19 28:1,  
 19 30:7, 14 32:11, 12  
 33:21 44:13 47:3, 12, 14,  
 17, 19, 22, 25 52:7 53:14  
 54:9 61:17 62:2 67:23  
 70:21 72:18 73:4 77:10  
**questions** 9:7, 14 21:1  
 24:19 33:20 49:17 80:4  
**quote** 46:24

# < R >

**rabbit** 52:7  
**raise** 60:15  
**range** 18:11 19:4, 19  
 20:20  
**ranged** 68:15  
**rate** 16:24 25:7 66:13  
**rate-regulated** 65:19  
 66:3, 17  
**rates** 79:3  
**RCC** 26:9 27:7, 18  
 28:19 73:19, 22  
**reach** 25:7 37:12, 18  
 41:18 54:20  
**reached** 11:10 34:15  
 35:8 36:5 38:22  
**reaching** 37:8 38:24  
**read** 49:1 72:10, 13, 15,

18 77:20 80:4  
**readily** 18:10  
**ready** 24:1 70:15  
**real** 30:5 76:22  
**really** 24:6 25:15 26:9, 13 28:1 43:15 53:6 55:4, 8 57:23, 24 68:2  
**reason** 8:10 32:8 43:21 44:3 46:24 54:12 58:20, 24  
**reasonable** 16:24  
**reasons** 53:25  
**recall** 19:2, 5, 18 20:1, 6 23:19 27:20, 21 31:3, 4, 13 32:13 34:7, 12 37:15 39:19, 24 49:22 59:8 63:8  
**recalled** 40:15  
**recalling** 41:9  
**received** 36:1 48:4, 12, 16 49:6, 21, 24 50:1, 11 51:4 54:18 55:1 60:5, 12 62:22 63:24 64:3 65:3 67:19  
**receives** 49:13  
**receiving** 49:13  
**recognize** 31:6 66:4  
**recognized** 15:6 23:4, 20  
**recollection** 18:3 29:1 35:5 40:18 41:10 65:4  
**reconsider** 39:14  
**record** 4:1, 20 46:11 59:6 62:6, 10 76:19 77:18  
**recorded** 4:5  
**recruit** 73:21  
**recruiting** 31:14, 23 73:14  
**recurring** 15:11, 15 17:14 18:12, 16 20:19 21:6, 24 22:16  
**redo** 58:11, 13  
**reduce** 16:2  
**reduced** 80:4  
**Reed** 28:25  
**refamiliarized** 7:7  
**refer** 14:24 46:17 59:17  
**referral** 79:3  
**referred** 11:9 41:25  
**referring** 6:24  
**refined** 22:7 59:3  
**reflect** 57:24  
**reform** 28:20  
**refrain** 56:19  
**refresh** 20:6  
**regard** 31:3 75:8  
**regular** 27:23  
**regulated** 30:10, 12, 16 55:6 65:9, 10, 25 66:14, 25

**regulating** 66:21  
**Regulations** 79:3  
**related** 11:18 18:16 53:17, 18 59:12  
**relationship** 15:7 18:23 20:3 22:17 36:24 37:4, 11 38:23 40:2 43:6 44:11 50:4 64:20 69:23  
**relationships** 11:12 15:17 23:22, 25 25:21 64:2, 6 65:16 74:21, 24  
**relief** 11:14 57:1  
**reluctant** 43:1  
**rely** 59:3 60:17  
**remedial** 57:17  
**remedied** 57:9  
**remedy** 56:10, 21  
**remember** 39:5 44:5  
**remembering** 63:7  
**remotely** 1:22 4:21  
**removed** 23:15  
**repeat** 6:25 47:19 52:6 62:23 68:18  
**rephrase** 5:12  
**replacement** 30:4 32:9  
**replicate** 66:6  
**reporter** 1:21 3:18 4:9, 19, 21 34:25 77:20, 23 78:1 79:3  
**Reporting** 79:3  
**represent** 4:12 17:18 56:1 80:4  
**REPRESENTATIVE** 1:11 32:14, 17 45:1  
**representatives** 27:22 41:21 72:16  
**representing** 4:18  
**represents** 17:23 46:23 54:24  
**reputation** 74:15  
**reputational** 75:1, 3 76:12, 16  
**request** 7:7 11:6 13:6 27:9, 24 28:3 29:2, 14 30:2 31:13  
**requested** 7:6  
**requests** 29:5 38:23  
**required** 66:21  
**requirements** 66:17 70:3, 5 71:3  
**requires** 66:4  
**requiring** 48:17 56:2, 3  
**rescind** 73:16  
**rescinded** 73:18  
**reserve** 80:4  
**resolve** 38:4, 16  
**resolved** 39:7  
**resource** 35:15  
**resources** 32:3 63:4 66:6

**respect** 28:19 33:19 77:4  
**response** 57:13  
**responses** 60:9  
**result** 11:20 27:2 47:11 74:13  
**resulted** 13:14 69:14, 19  
**resumed** 62:9  
**retained** 58:15  
**retired** 42:1, 2  
**revenue** 18:12, 16 20:19 21:6, 24 25:16, 18 68:2, 5 69:2 75:12  
**revenues** 22:16  
**review** 6:5 9:1 12:7  
**reviewed** 5:22 7:23 8:1, 13, 23  
**RFP** 71:20  
**right** 9:23 10:19 17:10 19:24 25:16 27:8 28:11 29:16 30:9 31:8, 18 33:2, 13, 14 36:20 39:16 41:2 42:21 49:13 51:19 54:4, 6 55:5 56:14 62:12 69:25 73:7 76:17 77:16 80:4  
**risk** 71:10 77:3  
**risks** 53:1  
**road** 44:8  
**Robbins** 3:3 4:17 13:6  
**role** 12:7  
**rotate** 44:1  
**RPR** 1:13  
**rules** 5:7 79:3  
**running** 15:23, 24 57:6  
  
< S >  
**sale** 51:24 75:13  
**sales** 74:20, 21 75:3  
**sample** 23:4  
**San** 63:1  
**Sandy** 34:24 35:2 36:12  
**saw** 25:12 38:25 40:7 43:19 53:13  
**saying** 17:7 28:4 29:17 30:8 42:16 46:24 48:11, 16 63:11, 23 72:23  
**says** 42:10  
**scenario** 38:2  
**scope** 52:10  
**secret** 26:3  
**secrets** 43:22  
**Section** 3:16, 17  
**see** 7:25 9:18 41:11, 15, 20 44:18 46:11 55:16 64:10 67:1 75:9  
**seeing** 73:4  
**seek** 75:5  
**seen** 49:2, 4, 18  
**sell** 48:7 51:17 53:16,

19, 23 54:3 76:1  
**selling** 42:14 75:18  
**sending** 46:22  
**sent** 46:5  
**separate** 13:15 56:13  
**September** 1:14 4:3 80:4  
**services** 16:17 17:20 18:14 20:5, 9, 12, 19, 22, 24 29:21 38:19 41:6 51:2 70:2 73:19 79:3  
**set** 42:19 60:5  
**setting** 44:23 48:1  
**settling** 16:23  
**seven** 25:13, 22 27:12  
**seven-figure** 14:25 15:1 17:16  
**shared** 61:8  
**sheet** 19:15  
**shift** 55:20  
**showed** 9:3, 4 40:18  
**shown** 26:4  
**side** 29:4 57:24 75:1  
**sign** 77:21 80:4  
**signal** 59:20  
**signed** 25:23  
**significant** 66:5  
**similar** 52:4  
**simple** 22:8, 10 28:2  
**simplified** 22:3  
**simply** 52:18 55:16  
**single** 44:8 54:11  
**Sir** 5:6, 14 6:24 9:23 10:19, 24 14:7 15:3 18:24 21:16 24:18 26:21 27:18 30:10 31:2 33:19 34:25 38:5 40:23 42:6, 24 44:5, 25 45:16 47:4 48:9 49:1, 16, 23 50:10, 25 51:7 52:3, 16 53:14, 22 54:18 55:20 58:5 59:5 61:5 63:10 65:8 66:11 67:3 68:19, 22 69:13 70:21 73:7 75:18 76:7 77:4, 16  
**sit** 60:20, 24 67:8 77:8  
**sitting** 34:7 40:9 57:18 67:14  
**situation** 53:23 68:6  
**situations** 53:15  
**six-figure** 15:1 19:19 68:17, 20  
**small** 23:17 33:8 55:2  
**smaller** 17:18  
**Smith** 3:10 4:8  
**software** 15:10, 12, 15, 21 16:1, 7, 8, 12, 17, 25 17:2, 18 18:12, 16 20:2, 19 21:6, 10, 12, 15, 19 22:16 23:18 25:18, 23, 24 26:19 27:19 39:23 40:5

41:6 42:7, 9, 15 49:10, 15 51:11, 15, 17 52:21 53:16, 19, 24 54:3 65:1 66:25 69:1, 16, 21, 23 70:8, 23, 25 71:1, 5, 9 <b>sold</b> 15:10 51:15 <b>solution</b> 18:21 20:18 21:10, 12, 13 30:4, 19 31:22 42:19 43:13 52:1, 11, 13, 15 53:11 66:20 67:2 70:2, 4, 13, 15, 19 <b>solutions</b> 15:18 16:5 18:5 20:21 26:5, 12 27:8, 24 28:16, 17 29:22 30:9 40:17 42:13, 17 66:2 70:18 71:17, 19, 22, 23 <b>solve</b> 17:19 31:8 <b>somebody</b> 29:9 32:7 45:1 61:2 76:5 <b>soon</b> 33:12 <b>sooner</b> 39:15 72:7 <b>sorry</b> 6:25 10:15, 17 28:1 30:15 34:25 38:6 47:15, 20 48:8, 9 49:16 52:6 68:18 75:23 <b>sort</b> 22:25 24:16 57:17 76:10, 13 <b>Sounds</b> 9:21 <b>Southern</b> 30:2, 10 32:6, 7, 14, 18 <b>Southwest</b> 62:24 63:1, 2 65:10 <b>space</b> 24:1 26:6, 11 27:8 29:23 30:9 31:10, 17 35:13 66:23 72:4 73:15, 19 <b>specific</b> 9:10 27:18 28:2, 3 29:9, 10, 24 30:1, 5 31:4 39:5 45:2, 22 46:3, 12 47:3, 4, 9, 10, 22, 23 48:3 59:10 60:1, 9, 15 61:8 62:14 64:17 68:23 70:3, 5 76:10 <b>specifically</b> 8:7 10:3 12:12 13:20 19:5 26:24 28:6, 18 35:7 39:4 48:14 49:7 58:9 59:8 61:18 66:18 <b>specifics</b> 13:19 16:19 <b>speculate</b> 49:20 <b>spell</b> 40:25 <b>spelled</b> 38:8 <b>spend</b> 15:20 16:2, 12 <b>spoke</b> 5:6 <b>sponsor</b> 41:20 <b>sponsors</b> 23:10 <b>spread</b> 33:14 55:17 <b>spreads</b> 33:13 <b>spreadsheet</b> 7:11	<b>Square</b> 3:9 <b>Squire</b> 3:8 4:14 79:3 <b>staff</b> 55:13 <b>stake</b> 77:2 <b>standpoint</b> 57:6 <b>stands</b> 67:20 <b>Star</b> 30:2, 10 32:6, 7, 14, 18 <b>start</b> 15:4 17:25 25:16 28:8 32:6 48:10 62:13, 18 <b>started</b> 13:23 25:25 41:13 50:15 <b>starting</b> 14:22 <b>state</b> 16:18 17:3, 23 22:2, 8, 11, 14 59:21, 22 70:8 79:2 80:3 <b>stated</b> 80:4 <b>statement</b> 3:18 58:23 <b>STATES</b> 1:1 65:21 <b>stating</b> 43:20 48:5 <b>stay</b> 70:13 <b>steady</b> 16:18 17:3, 22 22:2, 8, 11, 13 <b>step</b> 11:22 16:14 22:10 24:16 56:21 66:21 <b>STEPHEN</b> 3:5 4:14 12:1, 5, 6 <b>Stephen fazio@squirepb.c</b> <b>om</b> 3:10 <b>steps</b> 39:8 41:10 <b>Steve</b> 12:25 61:20 <b>sticks</b> 70:20 <b>stipulate</b> 4:20 <b>stipulations</b> 1:12 <b>stopped</b> 34:13 57:9 <b>straight</b> 6:4 <b>Strang</b> 12:6 <b>strategy</b> 14:4 66:2, 4, 8 69:12 74:19, 20, 23 <b>Street</b> 3:4 <b>strike</b> 47:2 52:7, 17 73:6 <b>strong</b> 27:13 46:24 58:20 <b>subscription</b> 15:12, 15 18:6 <b>subscriptions</b> 18:16 <b>subsegments</b> 23:5 <b>subsequent</b> 14:16 17:13 27:16 37:19, 20 40:4 63:16 <b>subsequently</b> 58:22 <b>substance</b> 12:17 13:2 39:6 <b>success</b> 33:18 <b>successful</b> 31:25 <b>Suez</b> 14:1, 9, 21 15:1 17:5 19:6, 7, 8 20:8 34:12, 13, 19 35:10 36:3,	5 72:18, 19 <b>suitable</b> 66:13 <b>summer</b> 36:7 <b>support</b> 13:7 28:22 <b>supported</b> 7:8 71:15 <b>supporting</b> 17:19 <b>sure</b> 12:8 14:7 17:6 21:4, 8 24:19 59:6 63:18 74:7 <b>surveyed</b> 26:22 <b>survive</b> 11:15 <b>swearing</b> 4:21 <b>sworn</b> 4:25  < T > <b>table</b> 19:9 <b>take</b> 8:18 9:19 11:22 15:19 16:14, 21 22:10, 19 26:18 35:15 39:8 41:10 43:11 58:2 61:23 62:5 66:2 76:6 <b>taken</b> 1:12 4:7 62:8 72:16 80:4 <b>takes</b> 57:23 <b>talk</b> 14:18 33:10 37:17 40:11 <b>talked</b> 17:10 24:14 33:9, 22 37:23 46:2 48:1 59:5, 6, 10 60:7, 11 62:21 64:16 65:3 68:22, 23 76:9, 14 <b>talking</b> 9:10 22:11 24:15, 25 28:5 35:24 38:18 40:21 48:2, 11 55:4, 6, 7, 19 58:7, 8 61:19 62:13, 20, 21 74:19 <b>target</b> 14:15 24:11 65:24 <b>tax</b> 15:23 18:4 19:10, 12, 14 21:1 28:14, 19 29:3, 6 37:2 39:24 40:7 41:24 42:1 43:20, 24, 25 46:17 49:15 52:15 55:7 66:19 71:9, 22 74:9, 12 <b>taxation</b> 27:21 39:3 44:1 46:23 54:24 <b>team</b> 23:21 31:11, 12 73:13, 24 <b>technology</b> 28:15 29:22 71:11, 12 72:3 75:10 <b>tell</b> 6:8 13:21 19:24 21:3 25:5 30:22 32:25 33:1 34:3 36:13, 20, 21 39:20 41:4 44:19, 20 46:4 76:13 <b>ten</b> 17:3, 24 18:15 19:17 21:19 22:3, 4, 9, 12, 21 26:15 <b>tendered</b> 3:18	<b>ten-year</b> 17:1 23:25 24:3 25:8 <b>terms</b> 6:7 16:21 45:20 49:5 56:9 57:1 60:15 65:23 68:9 <b>testified</b> 4:25 <b>testify</b> 5:15 7:22 8:4, 6, 22 9:3, 4, 9 45:2, 14, 17 58:24 61:2 <b>testimony</b> 7:24 36:8 <b>Thank</b> 77:17 <b>thereto</b> 80:4 <b>thing</b> 75:2 76:21 <b>things</b> 6:12 8:4, 7 9:3, 4 22:6 45:17 57:5 58:14, 21 61:1 <b>think</b> 6:4, 11, 22 7:2, 24 8:6, 15 12:25 16:11 20:2, 13 23:24 24:3 25:4, 13 26:3, 4 30:1, 16 33:7 37:21 38:8 40:1 41:13, 23 42:18, 22 43:13 44:23 45:23 48:24 49:12 51:10 52:25 53:12 54:22 56:10 57:4, 5, 19, 20, 22, 23 58:1, 2, 3 59:7, 8, 10 60:1, 2 61:7 62:3 63:2 64:16, 17 65:2, 14 66:1 68:1, 7, 12 69:7 72:1, 17, 25 73:3, 14, 20 74:15 75:4, 6, 8, 11, 20, 21 76:16, 22 77:7 <b>thinking</b> 74:18 77:1 <b>third</b> 49:20 66:21 <b>third-party</b> 15:21 <b>thought</b> 16:23 21:14 35:18 <b>thread</b> 28:11 <b>threat</b> 48:20 <b>three</b> 19:11 23:8 33:10 36:18 42:25 43:4 51:14 75:25 <b>three-stage</b> 66:20 <b>threshold</b> 23:18 <b>tied</b> 7:15 76:13 <b>tight-knit</b> 55:3 <b>tightness</b> 55:18 <b>time</b> 4:4 6:23 7:4 11:8, 13, 16, 18, 22 12:4 14:23 16:8, 21 17:24 18:22 19:9 21:2 22:18 24:9 25:14, 17 26:8 27:9, 13 34:5 35:1 36:4, 10, 11, 25 37:3, 16 41:8, 14, 17, 23 54:16 61:10, 14 63:21 64:8 65:6 <b>times</b> 6:13 47:8 <b>timing</b> 31:4 <b>today</b> 5:9, 20 6:6, 10 7:24 8:11, 15, 24 10:2, 5,
---	--	---	--



8 33:22 34:7 40:18  
 43:4 44:12 45:6, 15  
 50:9, 20 57:19 58:11  
 59:1 60:14, 20, 24 67:8,  
 14, 20 71:24 73:9 75:16  
 77:8, 14  
**Today's** 4:3  
**told** 28:9 36:12 39:11,  
 12 40:10  
**topic** 28:24 61:21  
**topics** 8:23  
**top-line** 68:2, 5  
**total** 20:17  
**touched** 23:2 54:22  
 60:1 73:14 74:8 76:16  
**Tower** 3:8  
**TP.One** 4:9, 10  
**traction** 25:10, 23  
**trade** 23:8 27:21 33:10  
 43:21 55:12 65:16  
**transcript** 3:19 80:4  
**transmitted** 8:8  
**trebled** 24:10, 23  
**tried** 38:23  
**tripled** 22:22  
**true** 49:7, 10, 23, 25  
 50:12, 21 51:9, 12 52:5  
 65:9 70:11, 23 80:4  
**Trustpoint.One** 79:3  
**try** 54:21 62:23  
**trying** 28:4, 5 29:19, 23  
 30:6 37:10 46:4  
**Tucson** 63:6  
**two** 11:11 15:9 18:5, 7,  
 8, 14 19:1, 17 24:16  
 30:7 57:20 65:5 66:22  
 68:7 73:21  
**type** 20:25  
**types** 56:14  
**typewriting** 80:4

< U >

**U.S** 55:7 65:22  
**ultimately** 69:19  
**umbrella** 35:16  
**unable** 53:23 54:20  
 73:13  
**understand** 5:10, 11, 14  
 10:25 11:3 13:20 14:7  
 21:4 22:5 24:20 28:6  
 42:16 44:13 47:5, 8  
 49:3, 12 50:18 55:21, 23  
 56:5 57:7 58:7 60:20  
 61:7 70:12, 14 72:8  
 76:7  
**understanding** 7:14  
 10:25 27:3 29:4 34:17  
 35:21 46:5 49:19 50:13  
 55:24 60:24 67:15 71:4  
**understands** 77:14

**understood** 11:13 15:16,  
 18, 20, 22, 25 20:13, 14,  
 17 22:7 26:18 33:6  
 43:23 44:2 61:14 71:1  
**unfortunate** 76:23  
**UNITED** 1:1 65:21  
**unring** 56:22  
**upgrade** 70:14  
**USCG** 62:24  
**use** 35:19 40:18 48:20  
 66:13  
**usual** 79:3  
**utilities** 23:11, 12, 14, 15,  
 17, 20, 22, 24 25:8 26:18  
 27:23 31:17 39:13 46:6,  
 8 49:15 53:6, 11 55:6  
 59:2, 12, 15 60:3 65:9  
 66:7, 14, 18, 25 74:9  
**utility** 14:16 23:5, 7  
 26:4, 23 30:11 37:22  
 41:20 50:22 54:25  
 65:11, 20, 25 66:3 69:10  
 74:24

< V >

**VADIM** 1:11 2:2 4:5,  
 24 79:3  
**Valley** 63:2  
**valuation** 75:15  
**value** 14:2, 23 15:4, 18  
 16:5 17:22 20:14 21:14,  
 22, 23 42:22 67:1 70:9  
 75:12, 15 76:3  
**valued** 20:12  
**values** 14:20 15:3 17:5,  
 8 21:18  
**various** 6:13 23:5 56:12  
**vein** 58:22  
**vendors** 71:17, 19  
**verbal** 50:18  
**version** 71:15  
**versus** 75:16  
**video** 4:5  
**videoconferencing** 48:9  
**Videographer** 3:10 4:1  
 62:6, 10 77:18  
**view** 47:7 54:1  
**views** 72:23  
**virtual** 40:4  
**vision** 74:11  
**voice** 73:2  
**VP** 39:24 40:7 41:24  
 42:1, 2 43:24, 25 46:17  
**vs** 1:5

< W >

**wait** 41:11  
**waiting** 38:3 41:15  
**walk** 13:21  
**want** 13:20 21:3 24:18  
 27:4 29:10, 18 30:1, 5

33:3, 7 44:6, 8 45:25  
 46:17 53:8 55:20 59:5  
 60:23 61:5 62:1, 4  
 63:18 73:25 74:4 76:7  
**wanted** 8:9 26:17 29:8  
 35:15  
**wants** 72:3  
**watch** 46:9  
**water** 23:6, 12, 13, 20  
 36:17, 21, 24 37:1, 6, 8  
 38:3, 22 39:17 62:24, 25  
 63:1, 2 65:10  
**way** 9:2 31:21 35:9  
 39:13 48:19 57:21 59:8,  
 25 63:25 70:16 73:12  
**ways** 31:8 53:22 57:21  
**Wednesday** 1:14 4:3  
**week** 35:5, 6  
**weeks** 34:12 35:6  
**weighed** 52:25  
**Well** 6:21 7:22 8:17  
 12:6, 16 15:12 17:9  
 18:24 20:9 21:1 26:16  
 27:1 31:3, 10 33:5, 7  
 36:20 39:25 40:13  
 41:11 42:2, 12 44:25  
 45:16 46:17 49:12  
 50:13 53:13 56:1 57:3,  
 5 59:25 69:18 73:5  
 74:16 76:3 78:1  
**went** 5:25 6:1 13:9, 21  
 16:22 29:14 32:4 36:7  
 70:14 73:18  
**we're** 7:24 9:13 15:7  
 16:6, 19 23:10 25:18  
 38:3 41:22 42:13, 14, 16  
 44:6, 12 45:4, 16 50:22  
 54:10, 14 55:4, 6, 7, 8, 18  
 61:20 62:4 63:19 67:7,  
 18 72:6 74:4 75:4  
**we've** 48:8 58:22 73:20  
 76:17  
**WGL** 62:24  
**willful** 75:7  
**willing** 64:13  
**window** 27:11 71:16  
 75:21  
**wish** 40:17  
**witness** 4:6, 21 13:5  
 35:2 47:19 80:4  
**witnesses** 9:2  
**woman** 37:3  
**won** 25:24 70:22, 24  
**words** 37:15 39:5  
**work** 7:15, 21 8:21  
 14:8 21:2, 5 34:1 35:21  
 36:3, 9, 15, 22 42:12, 21  
 48:5 50:23 51:2 54:21  
 59:12 69:24 73:18, 21  
 74:1

**worked** 22:23 23:9 40:3  
**working** 39:13 49:8  
**worth** 19:17  
**wrapped** 37:24  
**written** 7:9 50:19

< Y >

**Yeah** 5:22 16:22 25:9  
 30:16 33:7 42:21 48:13  
 54:22 57:2 61:25 65:14  
 69:9 75:23 76:16 77:25  
 78:2  
**year** 16:11 17:2 18:1,  
 11, 14 20:16 37:21, 22  
 38:11 43:13, 14 52:2, 8  
 67:5, 23 68:17, 20 75:22  
**years** 17:3, 13, 17, 24  
 18:1, 14 19:1, 17 21:19  
 22:3 23:9 26:15 28:10  
 39:24 40:16 51:14  
 75:25 76:2, 4  
**year-to-date** 68:11  
**year-two** 22:1  
**yes-or-no** 32:11, 12

< Z >

**Zoom** 4:7